

**COLLECTIVE BARGAINING AGREEMENT
BETWEEN
THE CLERK OF THE CIRCUIT COURT
OF COOK COUNTY
AND
TEAMSTERS LOCAL 700**

TABLE OF CONTENTS

PREAMBLE	6
ARTICLE I – RECOGNITION.....	6
Section 1. Representative Unit.....	6
Section 1.1 Bargaining Unit Work.....	6
Section 2. Union Membership.....	6
Section 3. Dues Check-off.....	7
Section 4. “Fair Share”	7
Section 5. Religious Exemption.....	9
Section 6. Indemnification.....	9
Section 7. Meeting Rooms.....	9
Section 8. List of Representatives.....	9
Section 9. Bulletin Boards.....	9
ARTICLE II – NO DISCRIMINATION.....	10
Section 1. No Discrimination.....	10
Section 2. Compliance with the Americans with Disabilities Act	10
ARTICLE III – EMPLOYER AUTHORITY	11
Section 1. Management Rights.....	11
Section 2. Employer Obligation.....	11
Section 3. Union and Employer Meetings.....	11
Section 4. Timekeeping System.....	12
Section 5. Sub-Contracting.....	12
ARTICLE IV – HOURS OF WORK.....	12
Section 1. Regular Work Periods.....	12
Section 2. Regular Work Week.....	14
Section 3. Compensatory Time and/or Overtime Compensation.....	14
Section 4. Weekend and Holiday Work.....	17
Section 5. Flex Work Schedule.....	20
Section 6. Off-Peak Shifts.....	21
Section 7. Work on Special Projects.....	21
ARTICLE V – SENIORITY.....	24
Section 1. Probationary Period after Hire or Rehire.....	24
Section 2. Definition of Seniority	24
Section 3. Reduction in Work Force, Layoff and Recall.....	25
Section 4. Return to Represented Unit.....	26
Section 5. Termination of Seniority.....	27
Section 6. Transfer of Stewards	28
Section 7. Seniority List	28
Section 8. Information to Union	29

ARTICLE VI – JOB POSTING FOR PROMOTIONS AND TRANSFERS.....	29
Section 1. Lateral Transfers	29
Section 2. Promotions (Open Positions and Awarded Positions)	29
Section 3. Posted-Position Vacancy	30
Section 4. Semi-Automatic Promotions	31
Section 5. Probationary Period for Promotions and Lateral Transfers	35
Section 6. Declining a Promotion or Lateral Transfer after the Probationary Period	35
Section 7. Temporary Transfers.....	36
Section 8. Part-Time Employees Seeking Full-Time Positions	36
ARTICLE VII – TRAINING.....	36
Section 1. Cross-Training.....	36
Section 2. Courses and Conferences.....	37
Section 3. Training.....	38
ARTICLE VIII – HOLIDAYS	38
Section 1. Designation of Holidays	38
Section 2. Floating Holiday.....	39
Section 3. Holidays in Vacations.....	40
ARTICLE IX – VACATIONS.....	40
Section 1. Vacation Leave.....	40
Section 2. Vacation Preference and Scheduling.....	42
Section 3. Accrual Rates	43
ARTICLE X – LEAVES OF ABSENCE.....	44
Section 1. Use of Benefit Time.....	44
Section 2. Regular Leave.....	44
Section 3. Family Responsibility Leave	45
Section 4. Educational Leave	46
Section 5. Seniority on Leave	46
Section 6. Retention of Benefits	46
Section 7. Union Leave	47
Section 8. Military Leave	47
Section 9. Veteran's Conventions	48
Section 10. Approval of Leave	48
Section 11. Jury Duty	48
Section 12. School Conference and Activity Leave.....	49
Section 13. Doctor's Statement.....	49
Section 14. Light Duty.....	50
Section 15. Promotion of Employees Who Are Out Of the Workplace on a Leave.....	50

ARTICLE XI – HEALTH AND SAFETY	51
Section 1. Health and Safety	51
Section 2. Fitness for Duty Medical Examinations and Inquiries	52
Section 3. Substance Abuse Committee	52
Section 4. Disabled Employees	52
Section 5. Communicable Diseases.....	53
ARTICLE XII – HEALTH BENEFITS.....	54
Section 1. Contributions: Health Benefits.....	54
Section 2. Insurance Opt-Out	56
Section 3. Hope Assistance Plan	56
Section 4. Dental Plan	56
Section 5. Vision Plan	56
Section 6. Hospitalization – New Hires	57
Section 7. Flexible Benefits Plan	57
Section 8. Life Insurance	57
Section 9. Insurance Claim Disputes	57
Section 10. Part-Time Employees	57
Section 11. Health Benefits for Domestic Partners	58
ARTICLE XIII – WELFARE BENEFITS	58
Section 1. Hospitalization Insurance	58
Section 2. Sick Leave	59
Section 3. Disability Benefits	60
Section 4. Pension Plan	60
Section 5. Layoff Coverage	61
ARTICLE XIV – EDUCATIONAL BENEFITS	61
Section 1. Educational Fund	61
ARTICLE XV – ADDITIONAL BENEFITS	61
Section 1. Bereavement Leave	61
Section 2. Maternity/Paternity Leave	62
Section 3. Personal Days	62
Section 4. Auto Insurance	64
Section 5. Direct Deposit	64
Section 6. Pay Checks	64
ARTICLE XVI – DISCIPLINARY ACTION POLICY AND PROCEDURE	65
Section 1. General	65
Section 2. Manner of Discipline	65
Section 3. Form of Discipline	66
Section 4. Training	66
Section 5. Representation	66
Section 6. Notification	67
Section 7. Temporary Suspension	67
Section 8. Removal of Discipline	67

ARTICLE XVII – GRIEVANCE PROCEDURE	68
Section 1. Definition	68
Section 2. Representation	68
Section 3. Grievance Procedure Steps	68
Section 4. Grievance Meetings	70
Section 5. Time Limits	71
Section 6. Advanced Step Filing	71
Section 7. Stewards	71
Section 8. Union Representatives	71
Section 9. Arbitration	72
Section 10. Expedited Arbitration	73
 ARTICLE XVIII – CONTINUITY OF OPERATION	 74
Section 1. No Strike	74
Section 2. Union Responsibility	75
Section 3. Discharge of Violators	75
Section 4. No Lock Out	75
Section 5. Reservation of Rights	75
 ARTICLE XIX – RATES OF PAY	 76
Section 1. General Increases	76
Section 2. Teamsters Step Plan	76
Section 3. Bilingual Pay	76
Section 4. Travel Reimbursement	76
 ARTICLE XX – JOB CLASSIFICATIONS	 77
Section 1. New, Changed or Misclassifications	77
Section 2. Classification and Grade Changes	77
Section 3. Classification Review Committee/Job Audits	78
 ARTICLE XXI – MISCELLANEOUS	 78
Section 1. Video Display Terminals	78
Section 2. Inherent Powers	79
Section 3. Trial Court Judges	79
Section 4. Partial Invalidity	79
Section 5. Personnel Files	80
Section 6. Day Care	80
Section 7. Tax Shelters	80
Section 8. Joint Committee	80
Section 9. Dress Code Committee	80
Section 10. Mass Transit Benefit Program	80
Section 11. Guidelines for Use of Cameras	81
 ARTICLE XXII – UPWARD MOBILITY PROGRAM	 82
Section 1. Goals and Priorities	82
Section 2. Needs Assessment	83
 ARTICLE XXIII – DURATION	 83
Section 1. Term	83
Section 2. Notice	84

COLLECTIVE BARGAINING AGREEMENT

PREAMBLE

This collective bargaining agreement is entered into between the Clerk of the Circuit Court, a non-judicial officer of the judicial branch of state government, as the employer of employees covered by this Agreement (hereinafter referred to as the "Employer") and Teamsters Local Union 700 ("Teamsters"), hereinafter referred to as the "Union."

ARTICLE I

RECOGNITION

Section 1. Representative Unit

The Employer recognizes the Union as the sole and exclusive representative for all employees of the Employer in the job classifications set forth in Appendix A of this Agreement and excluding all confidential employees, supervisors and managers. Also recognized are the exclusions stipulated by the Employer and the Union in #L-RC-86-04 and #S-UC (S)-93-15 or as may be modified subsequently under the procedures of the Illinois Public Labor Relations Act.

Section 1.1. Bargaining Unit Work

The Employer shall assign bargaining unit work to bargaining unit employees only, except where the Employer finds that it is not otherwise practical to use a unit employee, the Employer may use non-unit employees to do unit work in emergencies, to train or instruct employees, to do layout, demonstration, experimental, or testing duties, to do troubleshooting or where special knowledge is required, or where employees fail to report to work because of vacations or other absences or tardiness, or for personal reasons during the course of the day, or because all of the employees are or will be occupied with assigned duties, or to complete a rush assignment.

Section 2. Union Membership

The Employer does not object to Union membership by its employees, and believes that

certain benefits may inure from such membership. For the purpose of this Section, an employee shall be considered to be a member of the Union if he/she timely tenders the dues required as a condition of membership.

The Employer and the Union agree to hold a joint orientation of new employees, at which time the Employer shall give such employees a copy of the Agreement and the Union may present the benefits of Union membership.

Section 3. Dues Check-off

A. Deductions: The Employer agrees to deduct from the pay of those employees who individually sign a written authorization the following:

1. Union membership dues, initiation fee required as a condition of membership, or a representation fee.
2. Union sponsored dental plan.
3. D.R.I.V.E. Deduction.

The request shall be on a form agreed to by the parties. The amounts deducted shall be set by the Union. The Union shall advise the Employer of any increase in dues, fair share fees, or other approved deductions in writing at least forty-five (45) calendar days prior to its effective date. The Employer shall implement the increase in the first full pay period on or after the effective date.

B. Remittance: The deductions shall be remitted to the Union along with a list of employees and the amount deducted from each employee.

Section 4. "Fair Share"

A. The Union, having demonstrated that more than 50% of the eligible employees in the bargaining unit signed up as dues paying members, the Employer agrees to grant "Fair Share" to the Union in accordance with Sections 6(e)-(g) of the Illinois Public Labor Relations Act during the term of this Agreement. All employees covered by this Agreement will have within 30 calendar

days of their employment by the Employer either (1) become members of the Union and pay to the Union regular Union dues and fees or (2) will pay to the Union each month their fair share of the Union's costs of the collective bargaining process, contract administration and pursuing matters affecting employee wages, hours, and other conditions of employment.

B. Such fair share payment by non-members shall be deducted by the Employer from the earnings of the non-member employees and remitted to the Union, provided, however, that the Union shall certify to the Employer the amount constituting said fair share, not exceeding the dues uniformly required of members of the Union, and shall certify that said amount constitutes the non-members' proportionate share of the Union's costs of the collective bargaining process, contract administration and pursuing matters affecting employee wages, hours and other conditions of employment.

C. Upon receipt of such certification, the Employer shall cooperate with the Union to ascertain the name, address and work location of all employee non-members of the Union from whose earnings the fair share payments shall be deducted.

D. Upon the Union's receipt of notice of an objection by a non-member to the fair share amount, the Union shall deposit in an escrow account, separate from all other Union funds, said non-member's funds in accordance with applicable law and will provide notice and appeal procedures to employees in accordance with applicable law.

E. If an ultimate decision in any proceeding under state or federal law directs that the amount of the fair share should be different than the amount fixed by the Union, the Union shall promptly adopt said determination and notify the Employer to change deductions from the earnings of non-members to said prescribed amount.

Section 5. Religious Exemption

Employees who are members of a church or religious body having a *bona fide* religious tenet or teaching which prohibits the payment of a fair share contribution to a union shall be required to pay an amount equal to their fair share of Union dues, as described in Section 4, to a non-religious charitable organization mutually agreed upon by the Union and the affected employees as set forth in Section 6 (g) of the Illinois Public Labor Relations Act. The employee will, on a quarterly basis, furnish a written receipt to the Union that such payment has been made.

Section 6. Indemnification

The Union shall indemnify and save the Employer harmless against any and all claims, demands, suits, or other forms of liability that may arise out of or by reason of any action taken by the Employer for the purpose of complying with any provisions of this Agreement. If an incorrect deduction is made, the Union shall refund any such amount directly to the involved employee.

Section 7. Meeting Rooms

Upon reasonable notice, the Employer agrees to make available conference and meeting rooms for Union meetings upon notification by a Union representative, unless to do so would interfere with the operating needs of the Employer.

Section 8. List of Representatives

The Union shall designate the Union Stewards and Representatives at each location, and shall supply a list of names in writing to the Clerk's Labor Relations Office on a semi-annual basis, with notice of changes, additions and deletions as they occur.

Section 9. Bulletin Boards

The Employer will make bulletin boards available for the use of the Union in non-public locations. The Union will be permitted to have posted on these bulletin boards notices of a non-

controversial nature. There shall be no distribution or posting by employees of advertising or political material or material of a defamatory or obscene nature.

ARTICLE II

NO DISCRIMINATION

Section 1. No Discrimination

No employee shall be discriminated against on the basis of race, color, sex, age, religion, disability, national origin, ancestry, sexual orientation, marital status, parental status, military discharge status, political affiliation and/or beliefs, or activity or non-activity on behalf of the Union. The Employer and the Union acknowledge that the County of Cook has adopted and implemented a sexual harassment ordinance which will be complied with.

Section 2. Compliance with the Americans with Disabilities Act

Whenever an employee (or the Union at the request of an employee) requests an accommodation under the Americans with Disabilities Act ("ADA"), or an accommodation of an employee is otherwise contemplated by the Employer, the Employer, the employee, and the Union will meet to discuss the matter.

It is the intent of the parties that any reasonable accommodations adopted by the Employer conform to the requirements of this Agreement where practical. The Employer may take all steps necessary to comply with the ADA. Any such steps which might conflict with the terms of this Agreement shall be discussed with the Union prior to implementation. The parties shall cooperate in resolving potential conflicts between the Employer's obligation under the ADA and the rights of the Union. Neither party shall unreasonably withhold its consent to the reasonable accommodation of an employee.

Information obtained regarding the medical condition or history of an employee shall be

treated in a confidential manner.

Nothing in this section shall require the Employer to take any action which would violate the ADA or another applicable statute.

ARTICLE III

EMPLOYER AUTHORITY

Section 1. Management Rights

Except as amended, changed or modified by this Agreement, the Employer retains the exclusive right to manage its operations, determine its policies, budget and operations, the manner of exercise of its statutory functions prescribed by the Constitution and Statutes of the State of Illinois or mandated by Rules and General Orders of the Circuit Court of Cook County to carry out its legal responsibility, the direction of its working forces, including, but not limited to: the right to hire, promote, demote, transfer, evaluate, allocate and assign employees; to discipline, suspend and discharge for just cause; to relieve employees from duty because of lack of work or other legitimate reasons; to determine the size and composition of the work force, to make and enforce reasonable rules of conduct and regulations; to determine the departments, divisions and sections and work to be performed therein; to determine the number of hours of work and shifts per workweek; to establish and change work schedules and assignments; to introduce new methods of operation; to eliminate, contract, and relocate or transfer work and maintain efficiency.

Section 2. Employer Obligation

The Union recognizes that nothing in the Agreement shall be construed to modify, eliminate or detract from the statutory responsibilities and obligations of the Employer.

Section 3. Union and Employer Meetings

For the purpose of conferring on matters of mutual interest which are not appropriate for consideration under the grievance procedure, the Union and Employer agree to meet bi-monthly, or

as needed, through designated representatives at the request of either party and at mutually agreed upon times and locations. The Union and Employer shall each designate not more than eleven (11) representatives to include all employee and Union representatives and all Employer representatives to a labor management committee for this purpose. Employees shall be allowed time off with pay to attend such meetings; said pay to be for the hours otherwise normally worked on meeting days. The agenda for these meetings will be clearly delineated, published, and received ten (10) working days in advance of any such scheduled meeting. Responses to agenda items will be tendered within thirty (30) calendar days of such meeting.

Section 4. Timekeeping System

The Employer may implement a new automated timekeeping system during the term of this Agreement. Until a new automated timekeeping system is implemented, each work area shall designate an official clock for timekeeping purposes.

Section 5. Sub-Contracting

It is the general policy of the Employer to continue to utilize its employees to perform work they are qualified to perform. The Employer may, however, subcontract where circumstances warrant, provided that the use of subcontracted employees is limited to two (2) weeks and that such subcontracting does not result in the displacement or lay-off of bargaining unit employees. The Employer will advise the Union at least 5 months in advance when such changes are contemplated and will discuss such contemplated changes with the Union, pursuant to the Illinois Public Labor Relations Act of 1984.

ARTICLE IV

HOURS OF WORK

Section 1. Regular Work Periods

- A. Except where Rule of Court requires, the regular work day for a full-time employee

shall be as set by order of the Circuit Court but in any event shall not be for less than eight (8) hours, including a one (1) hour paid lunch, and generally falling between 8:00 a.m. and 4:00 p.m., 8:30 a.m. and 4:30 p.m. or 9:00 a.m. and 5:00 p.m., unless otherwise required or otherwise modified by Article IV, Section 5 herein. Part-time employees will receive pay on a pro rata basis for their lunch period only if they work a minimum of four (4) hours that day.

Variations from the above may be established by the Employer for operational reasons; however at least 30 calendar days prior to establishing such a schedule, the Employer shall notify the Union, and the affected employees shall be allowed to exercise seniority to retain their existing schedule, or opt for the new schedule. Where there are insufficient volunteers to staff the new schedule, the schedule shall be filled by inverse seniority. The provision applies only to permanent shift schedules; temporary and seasonal variations in scheduling shall be handled under the overtime provisions of this Agreement.

B. Employees shall be allowed to take a fifteen (15) minute break in the morning and a fifteen (15) minute break in the afternoon if the workload permits. Under no circumstances are breaks to be taken in conjunction with the lunch period. Where a department head or his/her designee requires an employee to work through lunch, or an employee requests to work through lunch and the request is granted, that employee may leave work one (1) hour early (prior to scheduled quitting time for that day) if his/her department head or the department head's designee approves said early quit. An "early quit" would be in lieu of one (1) hour straight comp time otherwise due and owing the employee by virtue of said employee having worked through his/her lunch period.

C. Whenever a judge decides to continue conducting court without breaking for lunch, the Court Clerk assigned to that courtroom will be permitted to work through lunch.

D. This definition of the regular work period is intended to facilitate payment of overtime as well as define regular work periods.

E. Except for emergencies or in the event that the workload does not permit employee meetings to take place during the regularly scheduled work day, the Employer may schedule employee meetings to take place not to exceed one hour per week. Such meetings may precede the regular start time (resulting in earlier quit time) or they may follow the regular quit time (resulting in a later start time). Failure to attend any such pre-start or post-quit meeting(s) will not be a cause for discipline. Any employee who may not quit early may be compensated in accordance with Article IV, Section 3(B).

Section 2. Regular Work Week

Except as modified by Sections 1, 4, and 5 herein, the regular work week for employees of the Office of the Clerk of the Circuit Court shall be 40 hours, consisting of five, eight (8) hour days running consecutively. The workweek may consist of any five straight days.

Section 3. Compensatory Time and/or Overtime Compensation

A. Employees may be assigned to overtime work on an even-handed basis provided that such overtime shall be limited to either emergency conditions which cannot be performed with the personnel available during normal work hours, or because of an abnormal peak load in the activities of the Division, District or Department (Accounting Department, Procurement Department, Audit Services Department, or 1st Municipal Criminal Department).

B. Overtime work (other than overtime courtroom work performed by the Court Clerk regularly assigned to that courtroom) in a Division, District, or Department (Accounting Department, Procurement Department, Audit Services Department, or 1st Municipal Criminal Department) will be offered first to those employees present in that Division, District, or Department (Accounting Department, Procurement Department, Audit Services Department, or 1st

Municipal Criminal Department) who normally perform that type of work. The overtime work will be offered to them in seniority order, on a rotating seniority basis. Each posting offering overtime work will describe the work assignment being offered and list the specific skills, duties and qualifications needed in order for employees to be selected to work on that particular overtime assignment. If no employees who normally perform the specified work volunteer for the overtime assignment or if an insufficient number of such employees volunteer for the overtime assignment, then the remaining overtime work will be offered to other employees present in that Division, District, or Department (Accounting Department, Procurement Department, Audit Services, Department or 1st Municipal Criminal Department) who are qualified to perform the needed work. Such work will be offered to such qualified employees in seniority order.

For each posted overtime assignment, the Division, District, or Department (Accounting Department, Procurement Department, Audit Services Department, or 1st Municipal Criminal Department) will maintain two rotating overtime seniority lists – one list for those employees who volunteer for the overtime assignment who normally perform that type of work and another list for all other employees who volunteer for that overtime assignment who are qualified to perform that work. An employee will be credited on his or her Division's, District's, or Department's (Accounting Department, Procurement Department, Audit Services Department, or 1st Municipal Criminal Department) list with having received an overtime opportunity under the following circumstances:

- (1) the employee accepts and works the overtime assignment;
- (2) the employee accepts the overtime assignment and fails to work it;
- (3) the employee rescinds acceptance of two successive offers of overtime assignments.

Once an employee has been credited with having received an overtime opportunity [under

situations (1), (2), or (3) above], that employee will not be eligible for another overtime opportunity until each employee on the applicable rotating seniority list maintained by the Division, District, or Department (Accounting Department, Procurement Department, Audit Services Department, or 1st Municipal Criminal Department) has been offered an overtime opportunity.

C. Except as modified by Section 5 herein, an employee shall be paid one and one-half times the employee's regular hourly rate for all hours worked in excess of eight (8) in any workday, or over forty (40) in any regular workweek. Employees shall not be laid off from their regular scheduled hours of work to avoid payment of overtime.

D. It will be the Employer's policy to pay overtime whenever possible, at the rate of one and one-half hours for each hour of overtime worked. The Employee may request, in lieu of overtime pay, compensatory time off at a rate of one and one-half hours for each hour of overtime worked within the limits created by the Federal Fair Labor Standards Act. The granting of any such request during the period between June 1 and November 30 of each year shall be at the Employer's sole discretion, after the Employer has made an individualized evaluation of the facts and circumstances relevant to the particular employee's request. An employee who has reached the maximum compensatory accrual levels under FLSA will be temporarily removed from the list of those eligible to work overtime.

E. An employee may "bank" up to 240 hours (four weeks) of compensatory time (160 actual hours times one and one-half). All overtime hours worked above this limit will be compensated for in accordance with subsection C of this Section, but limited as to available funds as outlined in subsection D of this Section.

F. An employee terminating employment with the Clerk shall be paid for unused compensatory time in accordance with the Fair Labor Standards Act.

G. Requests to use any comp time or accrued time (personal or vacation days) are to be submitted at least 48 hours in advance to allow time for a reasoned analysis of operational needs for the day(s) requested off. Management's determination to approve or deny any request to use comp time or accrued time will be based solely upon operational needs, and no request will be denied arbitrarily or capriciously. Requests for use of comp time or accrued time will be granted regardless of the timeliness of the request unless operational needs make that impractical.

H. Employees called back to work by the Employer shall be compensated a minimum of two (2) hours pay or compensatory time.

I. In any instance where the Employer decides to have work performed in a courtroom beyond the eight-hour shift scheduled for the Court Clerk assigned to that courtroom, that overtime will first be offered to that Court Clerk.

J. Prior written approval from the department head or other Employer designee is necessary before overtime will be granted.

Section 4. Weekend and Holiday Work

Except as otherwise modified by Article III, Section 1 herein, the parties agree as follows:

A. Branch courts - Court Clerks only: applicable to Weekend Court, Holiday Court, and Night Court.

1) It is agreed that every six (6) months the Clerk will post all available Court Clerk assignments, excepting those assignments which are partially served at Branch 55 (Division 5 bond room) and at Branch 1 (Central Bond Court). All Court Clerks will bid on the posted Court Clerk assignments, which consist of hours of work, days of work, geographical location, and specific courtroom as follows:

- a) Court Clerks assigned to Domestic Violence Court (Branch 60, 61, 62, 63 and 64) will bid on the posted Court Clerk assignments in Domestic Violence Court; and
- b) All other Court Clerks will, as a group, bid on all other posted

Court Clerk assignments.

- 2) No courtroom assignment can be consecutive, *i.e.*, in the same courtroom.
- 3) If no bidders or less *bidders* than needed come forward, then assignments shall be mandatory by reverse seniority.
- 4) Once the weekend and holiday work schedule is set, bargaining unit members of greater seniority shall not have the ability to otherwise alter the schedule and displace more junior members by bumping in/bumping out.
- 5) Branch 55 (Division 5 bond room) Assignments:
 - a) Any branch Court Clerk assignment that is partially or fully served at Branch 55 (Division 5 bond room) will be permanent and not subject to bid or rotation as above. Employees presently assigned to Branch 55, Monday through Friday, (assignments fully served at Branch 55), would retain these assignments as permanent.
 - b) Branch 55 assignments that include weekend/holiday day and night shifts (assignments partially served at Branch 55) will also be made permanent after an initial bid period. The bid posting will include the Branch 55 schedule, and the hours of work, days of work, and geographical location of work for the remainder of the assignment not served at Branch 55 so that the assignment results in a full regular work week. Any non-Branch 55 work may include courtroom or non-courtroom work, and the bid posting shall so state.
 - c) When a vacancy occurs in any Branch 55 assignment— full or partial—it shall be posted among all employees eligible to bid on assignments as above in sub-paragraph 1. The successful bidder shall be chosen from those that bid based on the criteria set forth in Article VI, Section 1. If no bidders, then Management shall assign.
- 6) Branch 1 (Central Bond Court) Assignments:
 - a) Any branch Court Clerk assignment that is partially or fully served at Branch 1 (Central Bond Court) will be made permanent and not subject to bid or rotation as above.
 - b) Before the current Branch 1 (Central Bond Court) assignments are made permanent and not subject to rotation, those assignments will initially be posted for bid on the basis of seniority.

B. Suburban locations - Weekend and Holiday work.

It is agreed that personnel will work these assignments at the suburban locations

[Bridgeview, Markham, Maywood, Rolling Meadows, and Skokie] on the following basis:

1) Saturdays

- a) The Clerk will post all available assignments as overtime work for a six-month period. With respect to employees performing courtroom functions in suburban bond court, the employee shall receive (at the employee's option) either pay or compensatory time at the rate of one and one-half hours for each overtime hour worked. With respect to any employee performing functions other than suburban bond court functions, the employee shall receive either overtime pay, if funds are then available, or compensatory time. (This Section does not apply to employees who are assigned to carry pagers on the weekend.) The accumulation of compensatory time is subject to the limits set by the federal Fair Labor Standards Act and Section 3C herein.
- b) Employees will be allowed to trade assignments with other bidders only, with prior written notification to the department head.
- c) If no bidders or less bidders than needed after the above postings, then mandatory by reverse seniority.

2) Sundays

- a) The Clerk will post all available assignments as overtime work for a six-month period. With respect to employees performing courtroom functions in suburban bond court, the employee shall receive (at the employee's option) either pay or compensatory time at the rate of one and one-half hours for each overtime hour worked. With respect to any employee performing functions other than suburban bond court functions, the employee shall receive either overtime pay, if funds are then available, or compensatory time. (This Section does not apply to employees who are assigned to carry pagers on the weekend.) The accumulation of compensatory time is subject to the limits set by the Federal Fair Labor Standards Act and Section 3C herein.
- b) Employees will be allowed to trade assignments with other bidders only, with prior written notification to the department head.
- c) If no bidders or less bidders than needed after the above postings, then mandatory by reverse seniority.

3) Holidays

- a) The Clerk will post all available assignments every six (6) months.
- b) Assignments to specific Holidays will be made on an evenhanded

basis from the list of bidders by seniority.

- c) Employees will be allowed to trade assignments with other bidders only, with prior written notification to the department head.
- d) An employee who works on a holiday(s) shall receive compensatory time at the rate of one and one-half hours for each hour worked in excess of the hours actually worked in a regular workweek (including any paid lunches) by employees who have the holiday(s) off. If funds are available and the employee requests, the employee may receive pay at the rate of one and one-half times the average of the employee's regular hourly rate.
- e) If no bidders or less bidders than needed then mandatory by reverse seniority.

Section 5. Flex Work Schedule

The workday of employees of the Clerk of the Circuit Court usually is determined by considerations beyond the control of office management, *i.e.*, hours of court. Where the Clerk makes a determination that a "flex work schedule" is needed or viable for an operation within a department within a district and an individual employee requests a "flex work schedule," then by mutual agreement the employee would be able to work a "flex work schedule." A "Flex work schedule" could consist of earlier start/earlier quit or later start/later quit, split shifts or four (4) ten hour days, etc. It is further understood that once having determined the need for or the viability of a "flex work schedule" the Clerk will not deny any individual request in an arbitrary and capricious manner. In those instances where more than one employee requests a "flex work schedule" that Management has determined is needed, and there are more requests than there are employees needed, the employees granted a "flex work schedule" will be chosen by skill, ability and seniority. Where employees in a given location have requested flex schedules for their own reasons and Management has determined that one or more flex schedules are viable, but the number of employees requesting the flex schedule exceeds the number of employees that Management determines it can permit to work a flex schedule, then the Employer will decide which requests will

be granted on the basis of seniority (considering only the flex schedule requests that have been submitted as of the date Human Resources makes the decision). It is further understood, and the parties hereby stipulate and agree, that it is not the intent of this provision to modify Article IV, Section 1.E of this Agreement.

Section 6. Off-Peak Shifts

Employees scheduled to work regularly scheduled off-peak shifts that start on or after 12:00 noon and prior to 6:00 a.m., excluding employees working in those Courts pursuant to Section 5 of this Article, shall be compensated an additional sixty-five cents (\$.65) per hour above the employees' regularly hourly rate, provided further that those employees who discontinue these work assignments for any reason shall also relinquish their entitlement to this additional compensation.

Section 7. Work On Special Projects

From time to time Management determines that it is appropriate to conduct a Special Project in order to attend to operational needs in a particular Division, District, or Department (Accounting Department, Procurement Department, Audit Services Department, or 1st Municipal Criminal Department) by augmenting the regular workforce of that Division, District, or Department (Accounting Department, Procurement Department, Audit Services Department, or 1st Municipal Criminal Department) by temporarily assigning additional personnel from one or more other Division, District, or Department (Accounting Department, Procurement Department, Audit Services Department, or 1st Municipal Criminal Department) to perform work there.

Whenever the Employer decides to conduct a Special Project, the Union will be notified prior to the posting of a notice to employees requesting volunteers for the Special Project. That posting will include the skills or qualifications necessary to work on the project and the expected duration of the project.

Each Division, District, or Department (Accounting Department, Procurement Department, Audit Services Department, or 1st Municipal Criminal Department) will maintain a Special Projects list of its employees, arranged in seniority order. Whenever a Division, District, or Department (Accounting Department, Procurement Department, Audit Services, or 1st Municipal Criminal Department) is called upon to supply qualified personnel to work on a Special Project at another Division, District, or Department (Accounting Department, Procurement Department, Audit Services Department, or 1st Municipal Criminal Department) and there have not been enough volunteers for that Special Project, Management will assign qualified employees to work on the Special Project on a rotating basis, in inverse seniority order, starting with the least senior qualified employee on the list.

Any employee who is assigned to work on a Special Project in accordance with the preceding paragraph (that is, an employee who has not volunteered for the Special Project assignment) who will be working in a different work location or who will be working different hours than that employee's regular assignment can, upon request, delay his or her Special Project assignment for seven (7) calendar days.

No employee will be required to continue working on a Special Project for more than forty-five (45) calendar days. If the Employer determines that the Special Project will continue longer than forty-five (45) calendar days, any employee who notifies the Employer that he or she does not wish to remain on the Special Project longer than forty-five (45) days will be returned to his or her regular assignment and will be replaced on the Special Project by the assignment of another employee who volunteers or another employee from the Special Project list without need of any further posting.

An employee who works a Special Project will not be assigned to a subsequent Special

Project until his or her name is again reached on the rotating list. If an employee is excused by Management from a particular Special Project assignment, that employee will be assigned to work on the next Special Project before any more senior employees are assigned to that next Special Project.

Where an employee working on a Special Project incurs extra mileage or extra travel expenses that are subject to reimbursement under Cook County policy, the Employer will endeavor to expedite the payment of such reimbursement to the employee once the employee has submitted the required documentation.

Employees who are temporarily assigned to a Special Project at a Division, District, or Department (Accounting Department, Procurement Department, Audit Services Department, or 1st Municipal Criminal Department) (other than their regular one) will be eligible for overtime and weekend work on the Special Project at that temporary work location along with the regular employees of that Division, District, or Department (Accounting Department, Procurement Department, Audit Services Department, or 1st Municipal Criminal Department) who are qualified to perform the Special Project work.

Those employees who are temporarily assigned to a Special Project at another work location will also remain eligible to volunteer for any overtime and weekend work that is available at their regular work location, so long as:

- (a) The employee will be able to work all of the hours posted for the overtime or weekend assignment that he or she wants at the regular work location and still fulfill the requirement to work all of the posted hours for the assignment at the temporary work location;
- (b) Once overtime or weekend work at the regular work location has been offered to –and accepted by– an employee, the employee cannot withdraw from that assignment in order to work any overtime or weekend assignment that is subsequently posted for his or her temporary work location; and

- (c) Once overtime or weekend work at the temporary work location has been offered to – and accepted by – an employee, the employee cannot withdraw from that assignment in order to work any overtime or weekend assignment that is subsequently posted for his or her regular work location.
- (d) If an employee has to travel over twenty (20) miles (one-way) from his or her home for the Special Project, the Employer will credit that employee with two (2) hours of comp time for that day.

ARTICLE V

SENIORITY

Section 1. Probationary Period After Hire or Rehire

The probationary period for a new employee, or an employee hired after a break in continuous service, shall be ninety (90) calendar days. Any employee's probationary period may be extended for an additional sixty (60) calendar days by agreement of the Employer and the Union. If the probationary employee should miss one or more working days during his or her probationary period, the probationary period will be extended for a period equal to the number of working days missed.

A probationary employee shall have no seniority and may be terminated at any time during the probationary period for any cause and shall have no recall rights or recourse to the grievance procedure with respect to any such discipline or discharge. Upon completion of this probationary period, the employee's seniority shall be computed as of the date of his/her most recent hire. Upon completion of the probationary period, a new employee will be placed at the zero (0) point level of the Attendance Discipline Policy.

Section 2. Definition of Seniority

For purposes of this Article, seniority is defined as an employee's length of most recent continuous employment with the Employer since his/her last hiring date as a full-time employee.

When a part-time employee becomes a full-time employee with the Clerk of the Circuit

Court, seniority shall be calculated based on fifty percent (50%) of that employee's years of continuous service, in a part-time capacity, with the Clerk of the Circuit Court.

Section 3. Reduction in Work Force, Layoff and Recall

Should it become necessary to decrease the number of employees within a job classification, the employees in the classification shall be laid off in inverse order of seniority. The affected employees and the Union shall be given notice thereof at least thirty (30) calendar days prior to the effective date. In the event there is an elimination of positions within any classification, the positions eliminated will be identified. An employee subject to layoff due to the elimination of his/her position shall be placed in the position of the least senior employee in that classification within the work location. The least senior employee displaced in the work location shall be placed in the position of the least senior employee in the classification in the bargaining unit.

For the purposes of layoff, ties in seniority shall be broken by using the employee's Cook County I.D. number.

The least senior employee displaced in the classification in the bargaining unit shall be offered the position of the least senior employee in the next lower classification in the classification series, first by work location, then within the bargaining unit, in accordance with the seniority provisions of this Agreement. Employees who have previously served in another classification outside their classification series shall also be offered the right to displace the least senior employee in that classification, first within the work location, then within the bargaining unit.

An employee may, in lieu of bumping to a position outside of the employee's work site, choose to be placed in a vacant position in the next lower classification at his/her work site. In the event that no such vacancy exists, said employee may choose to bump the least senior employee in the next lower classification at the work site.

In the event there are not enough such openings, the employee will be offered positions in any other classification within the bargaining unit in which there is a vacancy, or which is filled by an employee who has not completed the probationary period, all in accordance with the seniority provisions of this Agreement.

In the event there are no vacancies within the bargaining unit, employees will be offered any other vacancies under the jurisdiction of their Employer. For the purpose of this Article, Employer shall be defined as the Clerk of the Circuit Court of Cook County. Where the Employer is obligated to fill positions outside the laid off employee's bargaining unit pursuant to applicable collective bargaining agreements, such positions shall not be considered vacancies for the purposes of this paragraph. Employees not having rights to any job in their current classification or another classification shall be considered laid off.

Employees laid off, including employees placed in a lower paying position and probationary employees, as a result of this procedure, shall be subject to recall in accordance with the recall provisions of this Agreement before hiring new employees. Employees will be recalled to the classification held by them at the time a decrease in the work force is first put into effect, if a vacancy exists. Employees otherwise will be recalled to a vacancy in another classification and subsequently returned to their classification prior to the decrease in the work force, all in accordance with the seniority provisions of this Agreement.

In the event of a layoff, or pending layoff, the parties shall discuss the need for retraining employees in order for such employees to qualify for other positions.

All the above is conditioned upon the employee's ability and fitness to perform the job.

Section 4. Return to Represented Unit

A. An employee who is promoted or transferred out of the represented unit, and who

the Employer later transfers back to the unit within ninety (90) calendar days of the promotion or transfer shall upon return to the represented unit be granted the seniority he/she would have had, had the employee continued to work in the classification from which he/she was promoted or transferred. The Employer may place such employee in his/her former unit position or in a vacant unit position of the same grade. The Employer will give the Union notice within two (2) working days of the effective date of any such promotion, transfer or return to the represented unit.

B. An employee who is promoted or transferred out of the represented unit and who the Employer later transfers back to the unit more than ninety (90) calendar days after the promotion or transfer shall upon return to the represented unit be granted an adjusted seniority date (other than for vacation credit purposes). That adjusted seniority date will include his/her service within the represented unit prior to the promotion or transfer, but not the period of service outside the represented unit. The Employer shall place such employee in whatever vacant entry level position the Employer deems appropriate. The Employer will give the Union notice within two (2) working days of the effective date of any such promotion, transfer or return to the represented unit.

Section 5. Termination of Seniority

An employee's seniority and employment relationship with the Employer shall terminate upon the occurrence of any of the following:

- (a) resignation or retirement;
- (b) discharge for just cause;
- (c) absence for three (3) consecutive work days without notification to the department head or a designee (by the end of the second hour after the employee's scheduled start time) of the reason for the absence, unless the Employee has an explanation acceptable to the Employer for not furnishing such notification;
- (d) failure to report to work at the termination of a leave of absence or vacation, unless the employee has an explanation acceptable to the Employer for such failure to report for work;

- (e) absence from work because of layoff or any other reason for twelve (12) months in the case of an employee with less than two (2) years of service when the absence began, or twenty-four (24) months in the case of all other employees, except that this provision shall not apply in the case of an employee on an approved leave of absence, or absent from work because of illness or injury covered by duty disability or ordinary disability benefits;
- (f) failure to report for work upon recall from layoff within ten (10) work days after notice to report for work is sent by registered or certified mail or by telegram, to the Employee's last address on file with the Personnel Department of the Employer;
- (g) engaging in gainful employment while on an authorized leave of absence, unless permission to engage in such employment was granted in advance by the Employer in writing.

Section 6. Transfer of Stewards

Employees acting as Union stewards shall not be transferred from their job classifications or departments because of their activities on behalf of the Union. Any transfers of Union stewards from their job classifications or departments, other than in an emergency, will be discussed with the Union in advance of any such transfers.

Section 7. Seniority List

Beginning February 1st, the Employer shall furnish the Union a list showing the name, number, address, classification, work location, and last hiring date with the Employer of any employee in a bargaining unit title, excluding those employees exempted from bargaining unit membership under existing or future certification. The Employer shall provide the Union with the list in digital form (flash drive, CD, electronic mailing, or any other like form) every sixty (60) days. The Employer shall post a similar list without Employee addresses every six (6) months. Within thirty (30) calendar days after the date of posting, an employee must notify the Employer of any error in his/her last hiring date as it appears on the list or it will be considered correct and binding on the employee and the Union for the period of time.

Section 8. Information to Union

The Employer shall monthly notify the Union in writing as to the following transactions involving bargaining unit employees within each division, if available in the Employer's records: new hires, promotions, check off revocations, leaves, demotions, layoffs, reinstatements, suspensions, returns from leave, retirements, resignations, terminations, discharges, social security numbers and any other information mutually agreed to by the parties. Teamsters Local #700 shall, upon request, receive such information in a digital format, where available.

ARTICLE VI

JOB POSTING FOR PROMOTIONS AND TRANSFERS

Section 1. Lateral Transfers

Before filling all vacancies, the Employer shall first attempt to fill the vacancy by transferring an employee who has requested a lateral transfer to that position on the Lateral Bid Form. If prior discipline for poor work performance or other prior discipline that is relevant to the duties of the vacant position establishes that the senior employee requesting that position as a lateral transfer would not be suitable, then the Employer will select the next-most-senior employee who has also requested that position as a lateral transfer. Lateral transfers shall be awarded to the most senior employee who has requested the open position. Lateral transfers shall be awarded for the same grade and title within a facility or between facilities. If no lateral transfer has been awarded for an entry-level position, then the Employer shall fill the position by hiring from outside the Clerk's Office. Lateral Bid Forms shall be distributed to employees every six months.

Section 2. Promotions (Open Positions and Awarded Positions)

For job vacancies other than entry-level positions and semi-automatic promotions, the Employer will post such open positions (vacancies) on a quarterly basis, if funding is available. Before hiring into an entry-level position, posting a vacant position, or promoting through the semi-

automatic process, the Employer will consider any employee who has requested that position through the lateral bidding process.

- (a) if that vacancy is created by an employee who is on an approved leave utilizing remaining accrued time prior to resignation, the Employer will nonetheless post the vacancy for bidding on a contingency basis (*i.e.*, post now but not to become effective until a future date); the position may be filled by a temporary transfer;
- (b) an employee may laterally bid on a posted vacancy to another location, with the same grade and title;
- (c) notwithstanding the above, in the event of a freeze or any decision pursuant to Article II, Section 1, the above would not apply.

Notice of all promotional postings will be placed in the Workplace Journal for employees (rather than distributing a copy of the entire promotional posting booklet to each employee). The Chief Deputy Clerk will have a promotional posting booklet for review upon request. The Union shall be provided with a copy of the promotional posting booklet (including the job descriptions) and it shall be available on the intranet.

Section 3. Posted-Position Vacancy

It is the policy of the Employer that to the extent possible all awards for posted positions shall be made from within the Clerk's Office from available members of the work force and on the basis of management operational needs and job related skills, ability, and seniority.

The parties agree that a "temporary vacancy" is any vacancy where it is contemplated that the employee will return to his or her position. Examples of "temporary vacancies" include but are not limited to vacancies caused by disability leaves, maternity leaves, and military leaves.

All promotions to a posted position vacancy will be determined by assessing the bidders' skills and abilities, followed by seniority. If skills and abilities are relatively equal, the most senior bidder shall receive the position. The promotion decision will be made based on a written evaluation using a uniform rating system which may consider factors including (but not limited to) evaluation

scores, job-related training and education, interviews, discipline history relevant to the position, and time actually performing the job or the work, along with a demonstrated ability to do the same.

Regarding posted vacancies under Sections 2 and 3, the time period from notice of the vacancy until the posted position is filled shall not exceed five (5) months.

Employees shall be allowed, upon written request, to view and make copies of all evaluations involving themselves completed by management personnel. Copies will be made available within seven (7) calendar days upon request in accordance with the Illinois Personnel Records Review Act. Any such evaluation may be made the subject of a grievance only if the employee alleges that the evaluation has been done in an arbitrary or capricious manner.

The parties agree that the Employer may develop and implement testing procedures in order for employees to qualify for various positions as the Employer determines. Such tests will be non-discriminatory, reasonable and related to the basic functions of the positions, and the tests shall be subject to the grievance procedure.

Vacancies in the following job classifications will be posted for bidding (if funding is available):

- Administrative Aide II – grade 16
- Computer Operator I – grade 12
- Court Clerk I – grade 13
- Court Clerk Trainer -- grade 15
- Warrant Clerk – grade 13
- Motor Vehicle Driver I (Courts) – grade 11

Section 4. Semi-Automatic Promotions

When a higher-grade open position is to be filled by semi-automatic promotion, the senior employee in the next lower grade will be considered for the available higher grade. If the Employer determines in good faith [on the basis of prior discipline for work performance or

other prior discipline that is relevant to the duties of the higher grade position] that the senior employee is a less suitable candidate to fill that position, then the second most senior employee will be selected to fill the position. The same principle will apply, in descending seniority order, if the second (or third, etc.) most senior employee is similarly unsuitable due to prior discipline. If no other employee in the lower grade position is suitable, the vacancy will be filled through the posted bidding process.

The locations within which semi-automatic promotions will occur for the various positions within the Clerk's Office shall be as follows:

A. Semi-Automatic Promotion For Court Clerks Assigned To Certain Locations:

For Court Clerk II vacancies in all Divisions and Departments listed under Section 4.A, the process of semi-automatic awards from Court Clerk I to a Court Clerk II will be considered based on seniority regardless of the team or branch the Court Clerk I is assigned (i.e., major or minor courtroom Court Clerk I in the Traffic Division in Daley Center) as follows:

- (1) Criminal Division at 26th and California;
- (2) Domestic Violence Courthouse (except Branch 46);
- (3) Law Division;
- (4) Chancery Division;
- (5) Probate Division;
- (6) County Division;
- (7) Civil Division;
- (8) Domestic Relations Division;
- (9) Traffic Division;
- (10) Juvenile Justice Division;
- (11) Child Protection Division;

- (12) Child Support Division;
- (13) Criminal Department including Branch 2, Branch 23, Branch 29, Branch 34, Branch 35, Branch 38, Branch 42, Branch 43, Branch 44, Branch 46, Branch 48, Branch 50, Branch 57, Branch 66, and Branch 98 (all considered a single location for the purpose of Article VI, Section 4); and
- (14) Central Bond Court, Branch 1

B. Semi-Automatic Promotion of Court Clerks Assigned to Suburban Districts

For Court Clerk II vacancies in Suburban Districts 2 through 6, the process of semi-automatic awards from Court Clerk I to a Court Clerk II will be considered based on seniority within each department (i.e. Traffic, Civil, or Criminal). Once an employee has been awarded a Court Clerk I vacancy in any department of a Suburban District, the employee will be eligible only for a semi-automatic Court Clerk promotion within that department, in that District.

C. Semi-Automatic Promotion For All Other Positions

Awards into semi-automatic vacancies will be considered based on seniority to the most senior employee in the next lower grade at that location for all other positions not previously covered in Sections 1, 2, 3, and 4.A and 4.B as follows:

- (1) Suburban Districts 2 through 6;
- (2) Divisions located within the Daley Center (Chancery, Civil, Civil Appeals, Domestic Relations, County, Law, and Probate), Departments located within in the Daley Center (Accounting Department, Archives Department, and Criminal Department);
- (3) Traffic Division located within the Daley Center and at 26th and California (all considered a single location for the purpose of Article VI, Section 4);
- (4) Departments located within 69 West Washington Street including Procurement, Audit Services, Public Information, and Management Information Systems (all considered a single location

for the purpose of Article VI, Section 4), excluding Computer Operators in MIS;

- (5) The Criminal Division located at 26th and California;
- (6) The Domestic Violence Courthouse;
- (7) The Criminal Department branch courts locations including the following: Central Bond Court at Branch 1, Branch 2, Branch 23, Branch 29, Branch 34, Branch 35, Branch 38, Branch 42, Branch 43, Branch 44, Branch 46, Branch 48, Branch 50, Branch 57, Branch 66, and Branch 98 (all considered a single location for the purpose of Article VI, Section 4);
- (8) Juvenile Justice Division;
- (9) Child Protection Division;
- (10) Child Support Division;
- (11) Records Center, including the Print Shop;
- (12) Micrographics Department; and
- (13) Mail Room.

D. Semi-Automatic Promotions For Computer Operator Positions within Management Information Systems ("MIS")

For Computer Operator I, Senior (Courts) promotion within MIS, the next most senior employee in the lower grade position will be considered based on seniority within MIS to be promoted by the semi-automatic process to the available higher grade as follows:

- (1) Computer Operator I (grade 12) to Computer Operator I, Senior (Courts) (grade 13)
- (2) Computer Operator I, Senior (Courts) (grade 13) to Computer Operator II (grade 14)
- (3) Computer Operator II (grade 14) to Computer Operator II, Senior (Courts) (grade 15)

E. Semi-Automatic Promotions For Bond/Financial/Money Room Within All Locations, Including Branch 55

For Bond/Financial/Money Room vacancies, the senior employee in the lower grade position in which the vacancy exists will be considered based on seniority at all locations.

Positions will be filled within 60 days after the vacancy occurs. When a vacancy occurs in the months of December through February, it shall be filled within 60 days of the County Board budget approval for the fiscal year, and the Clerk's Office being provided access to the electronic budget.

Section 5. Probationary Period for Promotions and Lateral Transfers

All promoted employees and lateral transferees will be on probation for ninety (90) calendar days unless extended by mutual agreement of the parties or unless the following occurs. If the promoted employee should miss one or more working days during his or her probationary period, the probationary period will be extended for a period equal to the number of working days missed. If the promoted employee is not performing satisfactorily during his or her probation period or if he or she declines the promotion during that period, the Employer shall return that employee to his or her former grade, but not necessarily to his or her former position. If no other vacancy in that grade is available at that location, then that employee who originally received the posted position will be returned to his or her former position and work location. If that occurs, the chain of promotions that resulted from that employee's promotion will be rescinded and any employee who received a resulting promotion in that series will, in turn, be returned to his or her former position and work location.

Section 6. Declining a Promotion or Lateral Transfer after the Probationary Period

Once the 90-day probationary period (or any extension of that probationary period) has passed, if an employee requests in writing to decline the promotion or lateral transfer and thereby relinquish the promotion or transfer, the Employer shall return that employee to his or her former

grade if a vacancy exists at that time at that location. If no vacancy at the former grade is available at that location, the employee will be placed in a grade 9 position.

Section 7. Temporary Transfers

Approval of a request for a temporary transfer, not including a compassionate transfer, will be based on management operational needs and job related skills, ability, and seniority. All temporary transfers, including compassionate transfers, will be for no longer than six (6) months, unless an extension is approved by the Employer in consultation with the Union.

Section 8. Part-Time Employees Seeking Full-Time Positions

Any part-time employee who notifies the Employer in writing that he or she wishes to be promoted to an open full-time position in the same grade and title will be considered for the open full-time position if there is no lateral requests or it is not a semi-automatic rather than hiring a new employee from outside the Clerk's Office unless prior discipline for poor work performance or other prior discipline that is relevant to the duties of the full-time position establishes that the part-time employee would not be suitable for the full-time position. If selected, the employee will serve a ninety (90) day probationary period.

ARTICLE VII

TRAINING

Section 1. Cross-Training

A non-probationary employee may submit a request for cross-training in a specific job function to his or her Chief Deputy Clerk or department head. Copies of such request shall be maintained by the Chief Deputy Clerk or department head.

When the Chief Deputy Clerk or department head makes a determination to cross-train employees for a specific job function, the selection shall be made from those employees who submitted a request for cross-training for that specific job function. Of those employees who

requested cross-training on that specific job function whom the Employer has determined have the skills and abilities necessary to undergo the cross-training, the Employer will select the most senior employee, subject to operational needs. If an employee is not selected for cross-training because of operational needs, the Employer will endeavor to cross-train another employee in that employee's job function so that the first employee will become available for future cross-training opportunities. Cross-training shall not exceed ninety (90) consecutive days and shall not be used to fill temporary vacancies. Furthermore, if that specific job function is posted for bid, which an employee is being cross-trained in, his or her cross-training in that job shall not in and of itself be used as the sole criterion in the evaluation of skills and abilities for promotion to that job. Employees who complete their 90-day cross-training shall return to their former position within two (2) weeks.

If the employee or the supervisor doing the cross-training should miss one or more working days during the cross-training period, the cross-training period may be extended for a period equal to the number of working days missed.

Section 2. Courses and Conferences

The Employer shall post courses, conferences and training events as soon as they become available, in all districts/divisions. These opportunities will be distributed as equitably as practical among employees to insure broad participation. Employees shall be reimbursed for these events subject to the availability of funds. Approval of reimbursement and/or time to attend conferences or courses will be limited to those subjects related to an employee's job, and must be obtained prior to each event. The Employer shall pay for all reasonable costs related to attendance at courses or conferences that an employee is required to attend at the request of the Employer.

It shall be the policy of the Employer to provide job related training as needed.

The Employer can establish a training program that will result in the certification of certain

job categories. The training when established at no cost to the employees, will be after hours, will be voluntary, not be a requirement for promotion, but will enhance the promotability of the employee.

Subject to the available number of slots in said programs, no employee's request to take part in such program will be denied. Employees shall indicate their desire in writing to attend such courses within 10 working days after the notice announcing the course has been posted. Selection among employees, who have indicated their desire, shall be made on the basis of seniority.

If an employee has signed up for a course, she/he may not reapply to attend the same course until all other employees who have signed up for such course have had an opportunity to attend.

Section 3. Training

Nothing in Section 1 above shall prohibit the Employer from training the employee to perform his/her job functions, or to train for a position for up to four (4) months, based on operational needs.

The Employer will select the least senior employee within that department for that training, unless that employee has already been required to accept another training assignment within the prior twelve (12) months (in which case the Employer will select the next employee by inverse seniority). The employee selected shall be given appropriate training by a manager or department head.

When the employee is no longer being trained by a manager or department head, the employee will be returned to his/her former position.

ARTICLE VIII

HOLIDAYS

Section 1. Designation of Holidays

A. The following days are hereby declared holidays, except in emergency and for

necessary operations, for all employees in the bargaining unit.

1. New Year's Day - January 1
2. Martin Luther King's Birthday - Third Monday in January
3. Lincoln's Birthday - February 12
4. Presidents' Day - Third Monday in February.
5. Pulaski Day - First Monday in March
6. Memorial Day - Last Monday in May
7. Independence Day - July 4
8. Labor Day - First Monday in September
9. Columbus Day - Second Monday in October
10. Veteran's Day - November 11
11. Thanksgiving Day
12. Christmas Day - December 25

It is the intent of the Employer that all salaried employees be granted these twelve (12) holidays, plus the floating holiday provided in Section 2, or equivalent paid days off per year. Should a certain holiday fall on Saturday, the preceding Friday shall be set as the holiday; should a certain holiday fall on a Sunday, the following Monday shall be set as the holiday.

B. In addition to the above, any other day or part of a day shall be considered a holiday when so designated by the Circuit Court.

Section 2. Floating Holiday

A. In addition to the holidays listed, an employee shall be credited with one (1) floating holiday on December 1 of each year, which must be used by the employee between December 1 and November 30. The floating holiday may not be carried over into the next fiscal year by the employee except as provided below. The floating holiday will be scheduled in accordance with the Employer's current practice for compensatory time or accrued time. Use of the floating holiday is restricted to a full day increment. Requests shall not be unreasonably denied. If the floating holiday is not used prior to the end of the fiscal year (November 30th), the employee shall be compensated in cash (at the applicable rate) or compensatory time, in accordance with current practice, provided that the employee has submitted at least three (3) requests for such floating holiday by September 1

and the employer failed to grant one of the three days requested.

B. If an employee is required to work on an approved floating holiday, the employee shall receive one and one-half times the employee's regular hourly rate for the hours actually worked plus either: 1) eight (8) hours pay, including shift premium, if applicable, at the same hourly rate; or 2) eight (8) hours compensatory time. The form of compensation (cash or compensatory time), and the usage of such time, shall be in accordance with current practice of the Employer in effect on the date of this Agreement.

Section 3. Holidays in Vacations

If a holiday falls within an employee's scheduled vacation, such employee will not be charged a vacation day for the day on which the holiday falls.

ARTICLE IX

VACATIONS

Section 1. Vacation Leave

A. All bargaining unit employees, who have completed one year of service with Employer, including service mentioned in Paragraph E of this Section, shall be granted vacation leave with pay for periods as follows:

<u>Anniversary of Employment</u>	<u>Days of Vacation</u>	<u>Maximum Accumulation</u>
1st through 6th	10 working days	20 working days
7th through 14th	15 working days	30 working days
15th through -	20 working days	40 working days

B. Computation of vacation leave shall begin at the initial date of employment at 0.3847 days per pay period, with the rate of accrual increasing thereafter on the sixth (6th) anniversary to 0.5770 days per pay period and on the fourteenth (14th) anniversary to 0.7693 days per pay period. Employees must be in pay status for a minimum of five (5) days in a bi-weekly pay period to accrue time in that period.

C. All individuals employed on a part-time work schedule of twenty (20) hours per week or more shall be granted vacation leave with pay proportionate to the time worked per month.

D. Employees may use only such vacation leave as has been earned and accrued provided, however, that five (5) working days in the initial vacation allowance may be allowed after the first six (6) months of service. The Employer may establish the time when the vacation shall be taken.

E. Any employee of the Clerk of the Circuit Court who has rendered continuous service to the County of Cook, City of Chicago, the Chicago Park District, the Forest Preserve District, the Metropolitan Water Reclamation District of Greater Chicago and/or the Chicago Board of Education shall have the right to have the period of such service credited and counted for the purpose of computing the number of years of service as employees of the Clerk for vacation credit only. All discharges and resignations not followed by reinstatement within one (1) year shall interrupt continuous service, and shall result in the loss of all prior service credit. Credit for such prior service shall be established by filing, in the Office of the Clerk of the Circuit Court, a certificate of such prior service from such former place or places of employment.

F. In the event an employee has not taken vacation leave as provided by reason of separation from service, the employee, or in the event of death, the employee's spouse or estate, shall be entitled to receive the employee's prevailing salary for such unused vacation periods.

G. In computing years of service for vacation leave; employees shall be credited with regular working time plus the time of duty disability.

H. Any Clerk employee who is a reemployed veteran shall be entitled to be credited with working time for each of the years absent due to Military service. The veteran's years of service for purposes of accrual of vacation time in the year of return to employment with the Clerk,

shall be the same as if employment had continued without interruption by Military Service.

- I. Holidays recognized by the Employer are not to be counted as part of a vacation.

Section 2. Vacation Preference and Scheduling

In order to permit maximum employee choice while assuring efficient operations throughout the year, employees shall select their vacations in the following manner.

During the first two weeks of December of each year, the Employer will post a vacation schedule for the next vacation year in and for each department, unit, job title, classification, etc. That schedule will indicate for each week of the vacation year how many employees in each department, unit, job title, classification, etc. will be permitted to be on vacation at the same time. The vacation year will be the period from February 1 through January 31. In order to maximize the opportunity for employees to take vacation at times they would prefer to do so, an Employee may request a block of vacation time up to whatever number of weeks of vacation that the employee accrues in one year. Based on the operational needs of the department or unit, it is understood that the Employer's approval of such a block request may preclude another employee from scheduling and taking vacation during the same time period.

Management intends to maximize the number of employees who may take vacation on any given day or week. Two or more employees within a particular department, unit, job title, classification, etc. may take vacation at the same time. In order to allow management flexibility, it is within management's discretion to determine the number of additional employees who may take vacation based on the operational needs of the office.

Employees shall have four weeks from the date of the posting to indicate on their department, unit, job title, classification, and etc. vacation schedule their preference for vacation weeks. The vacation selections made during this time will be selections of full week increments

only. Nevertheless, if an employee makes a request to schedule a day or a partial week of vacation, the Employer may grant such request so long as doing so would not block any less senior employee from scheduling a full week of vacation for that same week.

Personal days under Article XV, Section 3, may be pre-scheduled as additional vacation leave, provided that the employee will have earned the personal day(s) by the time of the vacation and provided that such personal day(s) are requested in conjunction with vacation days in a contiguous week.

If the number of employees within a given department, unit, job title, classification, etc. who select a particular week or weeks exceeds the number of employees the Employer has indicated will be permitted to go on vacation during that time period, vacation requests shall be granted in order of seniority, and the least senior employee shall select some other available vacation period. All disapprovals shall be conveyed to the employee within 10 working days following the completion of the four-week posting.

Any employee who declines to select his or her vacation at the time the schedule is posted in December, and any employee who selects a vacation period in December but subsequently wishes to reschedule his or her vacation period shall be permitted to pick any week or weeks which remain open on their department, unit, job title, classification, etc. vacation schedule but they shall not be permitted to bump anyone who already selected a vacation on the schedule posted in December that was approved.

Section 3. Accrual Rates

The Employer may implement new methods of calculating vacation and sick leave accruals under this Agreement consistent with County ordinance and policy provided that the Union is given 30 days notice of the change in accrual method, and provided that there is no change in the annual

vacation and sick leave entitlement as set forth herein.

ARTICLE X
LEAVES OF ABSENCE

Section 1. Use of Benefit Time

Except where required by law, employees shall not be required to use accumulated time prior to going on unpaid leave.

Section 2. Regular Leave

An employee not affected by the leave of absence rules of Cook County may be granted a leave of absence without pay by the Clerk of the Circuit Court with the written approval of the Comptroller of Cook County. Such leave shall be intended to take care of emergency situations and shall be limited to one (1) month for every full year of continuous employment with the Clerk, not to exceed one (1) year, except for military service.

An employee desiring a leave of absence shall make written application to his/her immediate supervisor, who will then refer the application to the Clerk of the Circuit Court/Designee. If approved by the Clerk of the Circuit Court/Designee the application will then be forwarded to the Cook County Comptroller for consideration. The application shall include the purpose for the leave of absence and the dates for which the leave is requested.

An employee granted an involuntary leave of absence (maternity leave, disability, all leaves for illness), shall be eligible, when such leave expires, to receive the salary and the same or comparable position as that held at the time the leave was granted. (If no comparable position is available, the returning employee will be entitled to replace the person temporarily appointed to that position. All persons temporarily appointed to fill the position of a person on leave will be advised of this provision but the language in this contract will nonetheless serve as Notice to that employee.) A person on a discretionary leave (all leaves other than those identified above as involuntary) is

guaranteed a position upon return but not necessarily at the same salary grade or duties. An employee returning from a discretionary leave will be given priority to be placed in a comparably-paid position for which they have the skills and ability to perform. If an employee is on a discretionary leave for less than 30 days, that employee will be entitled to the same position on conclusion of the leave. These leaves are granted by the Clerk of the Circuit Court with the concurrence of the Comptroller of Cook County.

Absence from the Clerk's Service on leave without pay for periods in excess of thirty (30) calendar days, all suspensions, time after layoffs for more than thirty (30) calendar days but less than one (1) year, all absences without leave shall be deducted in computing total continuous service and will effect a change in the anniversary date.

Section 3. Family Responsibility Leave

Employees shall be granted maternity or paternity leaves of absence to cover periods of pregnancy and post-partum childcare. The length of such leave, in general, shall not exceed six (6) months, but may be renewed by the Department Head. In addition, an employee who has at least two (2) years of service and has a need to be absent from work to meet family responsibilities arising from the employee's role in his/her family or household may, upon request and for good cause shown, be granted a leave of absence for a period not to exceed a total of six (6) months (increasing up to (1) year for those employees who have accrued personal leave entitling them to more time under current County policy) without pay. Eligible employees are entitled to up to twelve (12) workweeks unpaid leave for Family and Medical purposes pursuant to the Cook County Family and Medical Leave Policy. Insurance coverage shall be maintained only in accordance with the Family Medical Leave Act ("FMLA") leave, *i.e.*, up to twelve (12) weeks and meeting FMLA standards.

Section 4. Educational Leave

Upon request, a leave of absence for a period not to exceed one (1) year may be granted to a full-time employee with at least two (2) years of County service, if operational needs allow, in order that the employee may attend a recognized college, university, trade or technical school, or high school, provided that the course of instruction is logically related to the employee's employment opportunities with the Employer. Such leave shall not be arbitrarily or capriciously denied. Such leave may be extended for good cause and in accordance with the operational needs of the Employer.

Section 5. Seniority on Leave

An employee on an approved leave of absence shall retain seniority, but shall not accrue pension benefits during such period (except as may be otherwise provided in the County's Pension Plan. Nor shall such period count toward an employee's entitlement to automatic progression in wage scale based on length of service. Employees shall, however, receive retroactive increases for all time in which they were in pay status. An employee returning from a leave of absence will be entitled to return to the same or comparable position held prior to commencement of such leave, if the employee has sufficient seniority.

Section 6. Retention of Benefits

An employee will not earn sick pay or vacation credits while on a leave of absence. An employee on a leave of absence except for maternity or paternity leave will be required to pay the cost of the Insurance benefits provided in Article VII in order to keep these benefits in full force and effect during the period of leave. Arrangements for payments of such costs through normal deductions or otherwise must be made with the Employer's Payroll Office prior to departure on the leave. For the failure to make such arrangements the Employer may cancel insurance benefits,

which will be reinstated upon the employee's return to work, subject to such waiting period and other rules and regulations as may be applicable to the insurance plan.

Section 7. Union Leave

A leave of absence not to exceed one (1) year without pay will be granted to an employee who is elected, delegated or appointed to participate in duly authorized business of the Union, which requires absence from the job. When such leave expires, such employee shall be eligible to receive the salary and the same or comparable position as that held at the time that the leave was granted. Such leave may be extended by mutual agreement. Employees duly elected as delegates of the Union will be allowed time off, without pay, to attend National conferences and conventions of the Union, not to exceed ten (10) work days for all employees. Elected delegates will be permitted to attend a national and/or state Teamster convention once every year without loss in pay for the time spent en route to and from, and attending the convention, up to two (2) days for a national and/or state convention. This benefit shall be extended to six Teamster delegates.

The parties agree that the employee/delegates shall suffer no loss of benefits due to their attendance at such National and/or State convention.

Section 8. Military Leave

Employees who enter the armed services of the United States shall be entitled to all the re-employment rights provided for in the Uniformed Services Employment and Reemployment Rights Act of 1994, as amended.

An employee, who has at least six (6) months or more of continuous actual service and is a member of the Illinois National Guard or any of the Reserve Components of the Armed Forces of the United States, shall be entitled to leave of absence with full pay for limited service in field training, cruises, and kindred recurring obligations. Such leave will normally be limited to eleven

(11) working days in each year.

Section 9. Veteran's Conventions

Any employee who is a delegate or alternate delegate to a National or State convention of a recognized veteran's organization may request a leave of absence for the purpose of attending said convention, providing, however, that any employee requesting a leave of absence with pay must meet the following conditions:

1. The employee must be a delegate or alternate delegate to the convention as established in the by-laws of the organization.
2. They must register with the credentials committee at the convention headquarters.
3. Their name must appear on the official delegate-alternate rolls that are filed in the State headquarters of their organization at the close of the convention.
4. They must have attended no other convention, with a leave of absence with pay, during the fiscal year.
5. The employee must produce, upon returning from the convention, a registration card signed by a proper official of the convention, indicating attendance.

Section 10. Approval of Leave

No request for a leave, as defined in Sections 2, 3, 4 and 7 of this Article, will be considered unless approved by the Clerk of the Circuit Court and the Clerk of the Circuit Court shall not grant such approval, if, in his/her judgment, such absence from duty at the particular time requested would interfere with the conduct of business.

Section 11. Jury Duty

Approval will be granted for leave with pay, for any jury duty imposed upon any non-exempt officer or employee. However, any compensation, exclusive of travel allowance received, must therefore be turned over to the Employer by said officer or employee.

Section 12. School Conference and Activity Leave

The Employer must grant an employee leave of up to a total of eight (8) hours during any school year in increments of no less than one (1) hour, no more than four (4) hours of which may be taken on a given day, to attend school conferences or classroom activities related to the employee's child in accordance with the School Visitation Rights Act, 820 ILCS 147/1 *et seq.*

Section 13. Doctor's Statement

An employee who has been off duty for five (5) consecutive working days or more for any health reason will be required to provide a doctor's statement as proof of illness, and may be required to undergo examination by the Employer's physician before returning to work. The employee must provide the Labor Relations Department with an original signed doctor's statement (not a photocopy) and the statement must specify the medical facts regarding the absence and the beginning date and (if possible) the ending date of the employee's incapacity.

For health related absences of less than five (5) consecutive working days, a doctor's statement or proof of illness will not be required except in individual instances (a) where the Employer has sufficient reason to suspect that the individual did not have a valid health reason for the absences or (b) where the employee does not use accumulated time for the absence and is requesting that the Employer waive the imposition of any points for that absence under the Attendance Policy. If indicated by the nature of a health related absence, examination by the Employer's physician may be required to make sure that the employee is physically fit for return to work.

The Labor Relations Department will keep all medical records confidential, in accordance with applicable state and federal statutes and regulations.

Section 14. Light Duty

An employee who, because of injury or illness, is temporarily unable to perform his or her regular assignment may request temporary reassignment to a light duty assignment, that is, an assignment that the employee is able to perform safely and efficiently. Requests for a temporary light-duty assignment must be accompanied by an original, signed statement (not a photocopy) by the employee's treating physician stating the medical facts regarding the injury or illness; the expected duration of the need for a light-duty assignment; and the nature of any work restrictions or accommodation.

Upon receipt of any request for a temporary light-duty assignment, the Employer will evaluate its workload and staffing and operational needs and determine whether it will be possible to grant the request.

Such assignment may include work normally done by employees in a lower classification. The Labor Relations Department will keep all medical records confidential, in accordance with applicable state and federal statutes and regulations.

Section 15. Promotion Of Employees Who Are Out Of The Workplace On A Leave

In order to be selected for any promotion or lateral transfer, an employee must have returned to work full time and be able to perform the essential functions of the new position within ninety (90) days from the Clerk's Office effective award date. Consequently, any employee who has not returned to work within the ninety (90) day time period will not receive the position. The promotion will be awarded to the next eligible employee. If no such employee exists, the position will be posted.

Such employee will again be eligible to be selected for any future promotions or lateral transfers once he or she has returned to work full time.

ARTICLE XI
HEALTH AND SAFETY

Section 1. Health and Safety

A. General

The Employer shall endeavor to provide a safe and healthful work environment for all employees. The Employer agrees to comply with all applicable state and federal laws. The parties shall share information adequately and fully in order to assure that health and safety issues are adequately addressed. Where there is a serious threat to the health and safety of an employee or employees and the situation necessitates a speedy resolution, the issue shall be immediately referred to the Safety Officer for the Clerk of the Circuit Court of Cook County or such other individual as the Employer may designate.

B. Health and Safety Committee

The Employer and the Teamsters shall establish a joint labor/management Health and Safety Committee. The parties shall also establish joint subcommittees, as needed, by work location. Issues of a Countywide nature, and those not resolved in subcommittees, shall be discussed in full committee. The full committee and the subcommittees shall meet at least quarterly. Additional meetings shall be scheduled as needed to assure that issues are adequately addressed.

The committee and subcommittees shall meet for the purpose of identifying and correcting unsafe or unhealthy working conditions, including inadequate ventilation, ergonomically incorrect equipment, unsanitary conditions, inadequate personal security for employees, or inadequate lighting.

Within a reasonable period of time after the effective date of this agreement, the parties agree to meet to establish the composition and operation of the committee(s).

Section 2. Fitness For Duty Medical Examinations and Inquiries

Whenever Human Resources has a reasonable belief, based on objective evidence, that an employee has a medical condition (a) that may impair that employee's ability to perform essential job functions, or (b) that may cause the employee to pose a direct threat of substantial harm, Human Resources may direct medical inquiries to the employee and/or require the employee to submit to a medical examination. Any such medical inquiries or medical examinations will be conducted in accordance with the provisions of the Americans With Disabilities Act and any medical information obtained thereby will be maintained confidentially.

Employees who are required to submit to a medical examination shall be on paid work time for such examination.

Employees have the right to a second opinion from a physician of their choice. In the event that the County physician and the employee's physician disagree, they will mutually agree to select a physician covered by the Employer's health insurance policy to break the tie.

Section 3. Substance Abuse Committee

The Employer and the Union jointly agree to formation of a Substance Abuse Committee which would be a subcommittee of the Labor Management Committee, to study and review issues pertaining to substance abuse in the workplace.

Section 4. Disabled Employees

The Union and Employer agree that the Employer may afford employees who are considered disabled, special conditions of employment in relation to items such as sign-in and sign-out procedures and other considerations, which will allow disabled employees to function normally in relation to their disabled condition.

Section 5. Communicable Diseases

The Employer and the Union are committed to taking reasonable necessary steps to limit and/or prevent the spread of communicable diseases in the workplace. Therefore, generally, the Employer agrees as follows:

A. To provide training and/or distribute written materials to employees regarding the protocols for preventing the spread of communicable diseases. The extent and level of training provided will vary based on the needs of the applicable entity.

B. To make professional medical counseling available to any employee who has reason to believe that she/he has become infected with TB, HIV or Hepatitis during the course of his/her employment.

C. The Employer shall make available to the employee who has occupational exposure during the course of his/her employment to blood or body substances, a Hepatitis B vaccine at no cost to the employee. The Cook County Department of Public Health will continue to offer flu vaccines in accordance with prior policy. TB screening will be provided to employees who can demonstrate reasonable cause to believe they were placed at risk to TB during work.

Specific concerns relating to the health and safety of employees may be referred to the applicable health and safety committee or subcommittee.

Said committee(s) shall share necessary and relevant information, so long as it is not privileged, and shall develop a comprehensive policy/policies to be applied to specific work places. The Employer shall provide access to experts in the area of communicable diseases, as necessary for the committee(s) to develop and implement the policy/policies. Such experts and their participation shall be mutually agreed upon.

ARTICLE XII
HEALTH BENEFITS

Section 1. Contributions: Health Benefits

A. The Employer agrees to maintain the current level of employee and dependent health benefits in accordance with Appendix B.

B. Employees who have elected to enroll in the County's PPO health benefits plan shall contribute, in aggregate, by offset against wages, an amount equal to one and one-half percent (1.5%) of their base salary as a contribution towards premiums, until May 31, 2008.

Effective June 1, 2008, employees who have elected to enroll in the County's PPO health benefits plan shall contribute toward premiums as set forth below:

For Employee Only	one and one-half percent (1.5%) of their base salary as a contribution towards premiums.
For Employee Plus Child(ren)	one and three-quarter percent (1.75%) of their base salary as a contribution towards premiums.
Employee Plus Spouse	two percent (2.0%) of their base salary as a contribution towards premiums.
Employee Plus Family	two and one-quarter percent (2.25%) of their base salary as a contribution towards premiums.

All rules and procedures governing the calculation and collection of such contributions shall be established by the County's Department of Risk Management, after consultation with Teamsters Local #700. All employee contributions for Health Insurance shall be made on a pre-tax basis.

In the event that the County agrees to or acquiesces in more favorable treatment to any individual or group covered by the County health benefits insurance, with respect to the health benefit plan, employee contribution levels, cost of living increases scheduled to go into effect during the term of this contract, Teamsters Local #700 members shall receive the more favorable treatment as well.

C. Employees who have elected to enroll in the County's HMO health benefits plan shall contribute, in aggregate, by offset against wages, an amount equal to one-half percent (.5%) of their base salary as a contribution towards premiums, with a maximum contribution of \$8.00 per pay period, until May 31, 2008.

Effective June 1, 2008, employees who have elected to enroll in the County's HMO health benefits plan shall contribute toward premiums as set forth below:

For Employee Only	one-half of one percent (.5%) of their base salary as a contribution towards premiums.
For Employee Plus Children	three-quarter of one percent (.75%) of their base salary as a contribution towards premiums.
Employee Plus Spouse	one percent (1.0%) of their base salary as a contribution towards premiums.
Employee Plus Family	one and one-quarter percent (1.25%) of their base salary as a contribution towards premiums.

All rules and procedures governing the calculation and collection of such contributions shall be established by the County's Department of Risk Management, after consultation with Teamsters Local #700. All employee contributions for Health Insurance shall be made on a pre-tax basis.

D. Current PPO plan features deductibles and co-pay shall remain the same through November 30, 2012.

Effective December 1, 2008 deductibles and co-pays shall remain the same as the current plan under the 2004-2008 Collective Bargaining Agreement as listed in Appendix B.

E. Current HMO plan feature co-pays shall remain the same through November 30, 2012.

Effective December 1, 2008 deductibles and co-pays shall remain the same as the current plan under the 2004-2008 Collective Bargaining Agreement as listed in Appendix B.

Section 2. Insurance Opt-Out

The Employer agrees to pay \$800.00 on annual basis in a lump sum during the month of January to eligible employees who were in pay status for the previous year, who opt-out of the employer's health benefit program. Provided, that prior to opting-out of any such program, the employee must demonstrate to the Employer's satisfaction that he/she has alternative healthcare coverage. Any employee electing to opt-out of the Employer's health benefit program may request that in lieu of a bi-weekly payment to the employee, this amount be credited to a medical flexible spending account. Eligible employees who lose their alternative healthcare coverage may enroll in or be reinstated to the Employer's health benefit program.

Section 3. Hope Assistance Plan

The parties share a mutual interest in improving bargaining unit members' knowledge of available employee services. The parties therefore agree to work together to increase awareness by both bargaining unit members and supervisory employees of the opportunities for assistance offered by the Hope Assistance Plan. In addition to the County's Employee Assistance Program (EAP), all Teamster bargaining unit members and their dependents are covered under the Teamsters Hope Assistance Plan. Effective December 1, 2008, the employer agrees to pay \$29.00 per year, per Teamster member, to fund HOPE Assistance Plan.

Section 4. Dental Plan

All employees shall be eligible to participate, at no cost to them, in the dental plan in accordance with Appendix B. No dental coverage shall be offered through the County's HMO plans.

Section 5. Vision Plan

All employees shall be eligible to participate, at no cost to them, in the vision plan in

accordance with Appendix C. No vision coverage shall be offered through the County's HMO plans.

Section 6. Hospitalization – New Hires

All new employees covered by this Agreement shall be required to enroll in the County HMO plan of their choosing, such enrollment to be effective from the date of hire through the expiration of the first full health plan year following such date of hire.

Section 7. Flexible Benefits Plan

All employees shall be eligible to participate, at no cost to them, in a flexible benefits plan to be established by the County. Such plan shall include segregated IRS accounts for childcare and medical expenses.

Section 8. Life Insurance

All employees shall be provided with life insurance in an amount equal to the employee's annual salary (rounded to the next \$1,000), at no cost to the employee, with the option to purchase additional insurance up to a maximum of the employee's annual salary. No life insurance shall be offered through the County's HMO plans.

Section 9. Insurance Claim Disputes

A dispute between an employee (or his/her covered dependent) and the processor of claims shall not be subject to the grievance procedure provided for in this Agreement. Employees shall continue to be afforded an opportunity to present appeals of such insurance disputes to the County in person, and may have Union representation at such proceedings. The County will endeavor to resolve such disputes with the processor of claims.

Section 10. Part-Time Employees

It is understood that regular part-time employees in service on or before December 1, 1991,

shall be entitled to pro-rated health benefits. Part-time employees employed for twenty (20) or more hours per week hired on or after December 1, 1991, shall be entitled to pro-rated benefits including Health/Hospitalization benefits.

The pro-rated cost to the employee will be based on the budgeted hours of the employee's position. The employee will pay their pro-rated share of the County's monthly premium not to exceed fifty percent (50%).

Disability and Pension benefits for all part-time employees will be determined by the provisions of the Cook County Employee's Pension Plan

Section 11. Health Benefits For Domestic Partners

Domestic partners of the same sex shall be eligible for the County's health, dental, and vision benefits in accordance with the Cook County resolution regarding Employee Domestic Partnership Benefits.

ARTICLE XIII

WELFARE BENEFITS

Section 1. Hospitalization Insurance

The Employer agrees to continue payment of employee hospitalization insurance premiums at current levels in conjunction with the hospitalization plan of the County of Cook. The Employer will embark on a cost containment program, however, which may result in future benefit changes. The Employer will negotiate with the Union before any proposed changes in hospitalization benefits are implemented.

The Employer and the Union agree to the formation of a Joint Labor/Management Advisory Committee on insurance benefits. The committee will study cost containment provisions and explore proposals to expand health benefits that do not reduce existing benefits or shift costs to employees. The committee will review any problems with the claims administration of the

Employer's plan. The committee will meet on a quarterly basis unless mutually agreed otherwise.

Section 2. Sick Leave

A. All employees, other than seasonal employees, shall be granted sick leave with pay at the rate of 0.4616 days per pay period in which an employee is in a pay status for a minimum of five (5) days in a bi-weekly pay period. Accrued sick leave will carry over if employees change offices or Departments within the Clerk's Office as long as there is no break in service longer than thirty (30) calendar days.

B. Sick leave may be accumulated to equal, but at no time to exceed, one hundred seventy-five (175) working days, at the rate of twelve (12) working days per year. Records of sick leave credit and use shall be maintained by each office, department, or institution. Severance of employment terminates all rights for the compensation hereunder. Amount of leave accumulated at the time when any sick leave begins shall be available in full, and additional leave shall continue to accrue while an employee is using that already accumulated.

C. Sick leave may be used for illness, disability incidental to pregnancy, or non-job related injury to the employee; appointments with physicians, dentists, or other recognized practitioners; or for serious illness, disability, or injury, in the immediate family of the employee. After five (5) consecutive work days of absence due to illness, employees shall submit to their department head a doctor's certificate as proof of illness. Accordingly, sick leave shall not be used as additional vacation leave. Sick leave may be used as maternity or paternity leave by employees.

D. If, in the opinion of the Employer, the health of an employee warrants prolonged absence from duty, the employee will be permitted to combine his/her vacation, sick leave and personal days.

E. The employee may apply for disability under the rules and regulations established by

the Retirement Board.

Section 3. Disability Benefits

A. Employees incurring any occupational illness or injury will be covered by Workers' Compensation Insurance benefits. Employees injured or sustaining occupational disease on duty, who are off work as result thereof shall be paid Total Temporary Disability Benefits pursuant to the Workers' Compensation Act. Duty Disability and ordinary disability benefits also will be paid to employees who are participants in the County Employee Pension Plan

B. Duty disability benefits are paid to the employee by the Retirement Board when the employee is disabled while performing work duties. Benefits amount to seventy-five percent (75%) of the employee's salary at the time of injury, and begin the day after the date the salary stops.

C. Ordinary disability occurs when a person becomes disabled due to any cause, other than injury on the job. An eligible employee who has applied for such disability compensation will be entitled to receive, on the thirty-first (31st) day following disability, fifty percent (50%) of salary, less an amount equal to the sum deducted for all annuity purposes. The first thirty (30) consecutive days of ordinary disability are compensated for only by the use of any accumulated sick pay and/or vacation pay credits unless the employee and the Employer otherwise agree. The employee will not be required to use sick time and/or vacation time for any day of duty disability or ordinary disability.

D. All of the provisions of this Section are subject to change in conjunction with changes in State laws.

Section 4. Pension Plan

Pension benefits for employees covered by this Agreement shall be as mandated under Chapter 40 of the Illinois Compiled Statutes.

Section 5. Layoff Coverage

Employees on layoff status shall retain health and dental insurance coverage for a period of four (4) months following the month in which the effective date of the layoff occurs, with the Employer paying the full premium, single or family plan as appropriate.

ARTICLE XIV

EDUCATIONAL BENEFITS

Section 1. Educational Fund

The Employer agrees to allocate funds for education purposes in each year of the Agreement to be made available to all Teamsters Local #700 bargaining unit employees. The amount allocated shall be an aggregate total of Forty Thousand Dollars (\$40,000.00) for all Teamster bargaining units. Employee requests for such funds shall be for reimbursement for the costs of courses offered through any certified educational institution, including community colleges, continuing adult education, and other training or technical institution. Such coursework shall be employment related. An employee may request funds up to an amount no greater than Five Hundred Fifty Dollars (\$550.00) in a fiscal year. Approval for reimbursements shall be offered on an equitable basis.

The parties shall meet upon reasonable notice regarding this educational benefit. It is understood that the educational benefits provided herein are intended to supplement already existing educational benefits.

ARTICLE XV

ADDITIONAL BENEFITS

Section 1. Bereavement Leave

A. In the event of death in the immediate family or household, an employee will be granted as an excused absence such time as reasonably may be needed in connection therewith. For purposes of this Section, an employee's immediate family includes mother, father, husband/wife,

domestic partner (as defined in County resolution), child (including step children and foster children), brothers/sisters, grandchildren/grandparents, spouse's parents or such persons who have reared the employee. Any of the days between the date of death and date of burial (both inclusive), plus any necessary travel time, on which the employee would have worked except for such death and on which he/she is excused from his/her regularly scheduled employment, shall be paid for at the regular straight-time hourly rate (including any applicable shift premium), provided, however, that such payment shall not exceed three (3) normal days pay; except where the funeral is to be held out of Illinois and beyond the states contiguous to Illinois, the employee shall be entitled to a maximum of five (5) normal days of pay.

To qualify for pay as provided herein, the employee must present satisfactory proof of death, relationship to the deceased and attendance at the funeral. Any additional time needed in the event of bereavement may be taken as emergency vacation. If an employee's vacation is interrupted by a death in the immediate family, bereavement pay as described herein shall be allowed, and such days will not be counted as vacation.

B. Leave requested to attend the funeral of someone other than a member of an employee's immediate family or household may be granted, but time so used shall be deducted from the accumulated vacation or personal leave of the employee making the request.

Section 2. Maternity/Paternity Leave

Employees shall be granted maternity or paternity leaves of absence to cover periods of pregnancy and post partum child care. The length of such leave, in general, shall not exceed six (6) months, but may be renewed by the Department Head.

Section 3. Personal Days

All full-time employees shall be permitted four (4) days off with pay each fiscal year. All

part-time employees shall be permitted two (2) days off with pay each fiscal year. Employees may be permitted these personal days off with pay for personal leave for such occurrences as observance of a religious holiday or for other personal reasons. Such personal days shall not be used in increments of less than one-half (1/2) day at a time.

Employees entitled to receive such leave, who enter employment with the Clerk's Office during the fiscal year, shall be given credit for such personal leave at the rate of one (1) day [for full-time employees] and one-half (1/2) day [for part-time employees] for each full fiscal quarter in pay status; except that two (2) personal days may be used for observance of religious holidays prior to accrual, to be paid back in the succeeding fiscal quarters. No more than four (4) personal days may be used in a fiscal year. The carryover of personal days will be allowed to the extent consistent with County ordinance and policy.

Personal days may be prescheduled as additional vacation leave in accordance with Article IX, Section 2 provided that the employee will have earned the personal day(s) by the time of the vacation and the personal day(s) are requested in conjunction with vacation days in a contiguous week. If the health of an employee warrants prolonged absence from duty, the employee will be permitted to combine personal days, sick leave, and vacation leave. Personal days off shall be scheduled in advance to be consistent with operating necessities and the convenience of the employee, subject to the approval of the Clerk or her designee. In crediting personal days, the fiscal year shall be divided into the following fiscal quarters:

- 1st Quarter - December, January, February
- 2nd Quarter - March, April, May
- 3rd Quarter - June, July, August
- 4th Quarter - September, October, November

Severance of employment shall terminate all rights to accrued personal days.

Section 4. Auto Insurance

The parties agree that the County shall explore the feasibility of making available to all employees through a payroll deduction, standard automobile insurance on a no decline basis. No later than ninety (90) days after the effective date of this Agreement the County shall report the results of its investigation to the Union. Such information shall include any proposed costs and benefits, the names of the potential carrier(s); any problem the County believes must be overcome in order to implement the insurance, and any other relevant information. Within thirty (30) days after this information is provided to the Union, the parties shall meet to discuss the possibility of implementing any proposals offered by a carrier as well as any other options regarding this issue.

Section 5. Direct Deposit

The County will maintain a direct deposit program to the bank of the employee's choice. The receiving bank must be capable of receiving direct deposit.

Section 6. Pay Checks

The Employer shall endeavor to have paychecks distributed by 2:00 p.m. on paydays. The Employer will endeavor to have overtime checks and off-peak shift checks ready for distribution within two (2) weeks of the last day of the pay period during which the overtime or off-peak shift compensation was earned. If the regular payday falls on a court holiday and the County makes paychecks available to the Employer on the workday prior to the holiday, the Employer will make arrangements so that interested employees will have an opportunity to obtain their checks on the workday prior to the holiday. The parties recognize that even if such checks are distributed early they may still bear the date of the regular payday.

ARTICLE XVI
DISCIPLINARY ACTION POLICY AND PROCEDURE

Section 1. General

It is expressly understood and agreed that the Employer has the sole right to establish, implement, and modify reasonable rules and regulations governing employee conduct.

Disciplinary action will be imposed upon an employee only for just cause. Discipline will be imposed as soon as practicable after the Employer is aware of the conduct or event giving rise to the discipline and after the Employer has had a reasonable period of time to investigate the matter.

Section 2. Manner of Discipline

“Discipline” including but not limited to investigations, constructive discussions and corrections, shall be given in a private manner, and wherever practicable in the Chief Deputy's Office or other private office in a timely manner.

Investigations of any alleged misconduct incident will be initiated in a timely manner once the Employer has become aware of the alleged incident of misconduct. Once the Employer has completed its preliminary investigation (if the Employer has concluded that the preliminary investigation indicates that misconduct did occur), the employee will be so advised in writing and the employee will then have seven (7) business days to submit any evidence or arguments the employee wishes the Employer to consider in defense or in mitigation. The Employer will then duly consider the employee's submission and will reach a decision within forty-five (45) calendar days as to whether just cause for discipline exists. Within ten (10) business days of the Employer's deciding whether just cause for discipline exists, the Employer will notify the employee in writing that the investigation will be closed without further action or that the Employer intends to impose specified discipline.

While the investigation is pending, an employee shall not have his or her work assignment,

work hours, or work location changed unless the alleged misconduct involves violence, the threat of violence, unlawful harassment of a coworker, financial impropriety, or other alleged serious misconduct which, if proven, would justify the Employer not leaving the employee in particular a position of trust during the course of the investigation.

Section 3. Form of Discipline

The Employer and Union agree with principles of fairness and consistency in imposing discipline. Unless the misconduct is of so serious a nature as to warrant immediate suspension or discharge, disciplinary action should be timely and progressive and will include the following steps:

Corrective Discussion

Verbal Warning, accompanied by corrective discussion

Written Warning, accompanied by corrective discussion

Suspension, accompanied by corrective discussion

Discharge

In determining what disciplinary action is appropriate, the Employer will consider factors such as the nature and gravity of the infraction, the employee's disciplinary record and any mitigating circumstances. Disciplinary action may only be appealed in accordance with the Grievance Procedure.

Section 4. Training

The Employer will train supervisors in the administration of its Disciplinary Action Policy and Procedures.

Section 5. Representation

Employees who are to be or may be disciplined are entitled to Union Representation exclusively in any disciplinary proceedings. However, if an employee chooses not to have the Union Representative appear on the employee's behalf, the Representative may act as a non-

participating observer at any Third Level Grievance Meeting/Personnel Review Board Hearing.

Section 6. Notification

The Employer shall inform the employee of the right to Union representation prior to any meeting with the employee at which discipline is to be imposed. The employee shall be given an opportunity, if so desired, to notify the Union of said meeting. The Employer may, but is not required to, conduct an investigatory meeting with the employee who is the subject of the investigation. If an investigatory meeting is conducted, the Employer shall notify the Union as well as the employee of the meeting and the reason therefor. Any employee, who is the subject of the investigation or reasonably believes that he/she may receive disciplinary action as a result of such meeting, shall be entitled to Union representation upon request.

Section 7. Temporary Suspension

A temporary suspension "with pay" may be given prior to any step of Disciplinary Action when the presence of the employee is dangerous or will result in the disruption of operations or when a serious infraction is alleged and time is needed to conduct an investigation.

Section 8. Removal of Discipline

Oral reprimands will be purged from an employee's records if the employee is free from the same or similar offense for twelve (12) consecutive months.

Written reprimands will be purged from an employee's record if the employee is free from the same or similar offense for eighteen (18) consecutive months. Suspensions of three (3) days or less will be purged from an employee's record if the employee is free from the same or similar offense for twenty-four (24) months. Although suspensions longer than three (3) days shall not be expunged from an employee's record despite the passage of time, the time which has elapsed since such discipline was imposed as well as any subsequent discipline will be taken into consideration in

determining the current level of discipline to be administered.

ARTICLE XVII

GRIEVANCE PROCEDURE

Section 1. Definition

A grievance is a difference between an employee or the Union and the Employer with respect to the interpretation or application of, or compliance with, the agreed upon provisions of the Agreement, the Employer's rules and regulations or disciplinary action. All grievances shall be in writing and contain a statement of the facts, the provision(s) of the agreement which the Employer is alleged to have violated, and the relief requested. Failure to provide all of the above shall not be grounds for denial of the grievance. The Union will send copies of grievances appealed or submitted at Steps Two and Three to the Clerk of the Circuit Court or his/her designee.

Section 2. Representation

Only the aggrieved employee(s) and/or representatives of the Union may present grievances. Employees may take up grievances through Steps One to Three either on their own and individually or with representation by the Union. If an employee takes up a grievance without Union representation, any resolution of the grievance shall be consistent with this Agreement and the Union representative shall have the right to be present at such resolution. A grievance relating to all or a substantial number of employees or to the Union's own interests or rights with the Employer may be initiated at Step Two or Step Three by mutual agreement.

Section 3. Grievance Procedure Steps

The steps and time limits as provided in the Employer's Grievance Procedure are as follows:

<u>Step</u>	<u>Time Limit (calendar days) For Submission</u>	<u>Person To Whom Submitted</u>	<u>Time Limit For Meeting</u>	<u>Response Due</u>
1	30 days	Immediate	10 days	10 days

		Supervisor		
2	10 days	Department Head/Designee	10 days	10 days
3	30 days	Clerk of the Circuit Court/ Designee	30 days	30 days
4	30 days	Impartial Third Party	30 days	30 days

The Step Three grievance meeting will be combined with the Personnel Review Board (PRB) hearing in those instances resulting in disciplinary action consisting of a discharge. The employee must file his or her request for a Step Three Grievance meeting/PRB hearing within 5 days of receipt of the discharge notice. The Step Three Grievance Meeting/PRB hearing will be held within thirty (30) calendar days of the filing of the employee's request, unless the parties agree to some other date. Within fourteen (14) calendar days of the filing of the employee's request for the Step Three Grievance Meeting/PRB hearing, the Employer will provide the Union with copies of any investigative report and any witness statement(s) that are relevant to the discharge.

Subsequent to the hearing and decision of the PRB, the Union in its sole determination in accordance with Article XVII, Section 9, may elect to submit the matter for resolution to an impartial third party. A decision will be rendered within 30 days of the hearing.

The PRB proceeding is intended to determine the facts and to determine whether the Employer has just cause for discharge, as well as to give the Employer and the Union the opportunity to resolve any grievances regarding the discharge. Consequently, the Hearing Officer shall allow the Employer and the Union to introduce whatever evidence and arguments they deem appropriate, without regard for formal rules of evidence. This shall not be construed as a waiver of the right of either party to object to the introduction or consideration of any testimony or other

evidence at any subsequent arbitration hearing or judicial proceeding.

If, during the period covered by this Collective Bargaining Agreement or any extension thereof, the Employer decides to discontinue the PRB hearing procedure for employees who have been discharged, then the employee will retain the right to file his or her request for a Step Three Grievance Meeting within 5 days of receipt of the discharge notice.

Section 4. Grievance Meetings

At each step of the grievance procedure, the appropriate Employer representative shall meet in accordance with the time limits. The primary purpose of the meetings shall be for the purpose of attempting to resolve the grievance. The Employer representative and the Union representative shall be willing, and shall have the authority needed to engage in meaningful discussion for the purpose of resolving the grievance. There shall be no tape recording of any grievance meetings except by mutual agreement. When the meeting does not result in a resolution of the grievance, the Employer representative shall respond to the Union, in writing, within the time limits provided herein.

A Committee shall be established where the Employer and the Union shall meet to explore ways to improve the effectiveness of the Grievance Procedure. An equal number of Employer and Union representatives shall serve on said Committee. The Committee shall not contain more than 5 appointees from each party. The Employer and the Union representatives to this Committee shall have the authority to reach agreement on behalf of the parties they represent.

The Employer and the Union are both desirous of creating a more efficient grievance process. In furtherance of such the Employer and the Union agree to maintain open communications regarding grievance and arbitration matters. The parties further agree to continue discussions in an effort to address problems in scheduling, canceling, and other related issues, as

well as the implementation of awards and settlements. The parties also agree to continue discussions regarding ways to improve sharing of information and opportunities for settlement of arbitration matters in advance of the arbitration hearing.

Section 5. Time Limits

The initial time limit for presenting a grievance shall be thirty (30) days; and a thirty (30) day time limit shall apply to hearings and decisions at Step three. Time limits may be extended by mutual agreement in writing between the employee and/or the Union and the Employer. The Employer's failure to respond within the time limits shall not result in a finding in favor of the grievant, but the grievant shall have the right to advance the grievance to the next step. And in the case of the arbitration step the Union shall have the right to advance to arbitration.

Section 6. Advanced Step Filing

Where the authority to resolve grievances does not exist at the preliminary steps of the grievance procedure, grievances may be filed by the Union at the appropriate advanced step. The determination of where the authority exists to resolve grievances shall be made by the Employer.

Section 7. Stewards

The Union will advise the Employer in writing of the names of the stewards in each department with the Employer and shall notify the Employer promptly of any changes. Upon obtaining approval from their supervisor before leaving their work assignment or area, stewards will be permitted to handle and process grievances referred by employees at the appropriate steps of the grievance procedure during normal hours without loss of pay, provided that such activity shall not exceed a reasonable period of time.

Section 8. Union Representatives

Duly authorized business representatives of the Union will be permitted at reasonable times

to enter the appropriate Clerk's Facility for purposes of handling grievances or observing conditions under which employees are working. These business representatives will be identified to the Clerk of the Circuit Court/Designee in a manner suitable to the Employer on each occasion will first secure the approval of the Clerk of the Circuit Court/Designee to enter and conduct their business so as not to interfere with the operation of the Employer. Such right of entry shall at all times be subject to general Employer department rules applicable to non-employees.

Section 9. Arbitration

If the Union is not satisfied with the Step 3 answer, it may within thirty (30) days after receipt of the Step 3 answer submit in writing to the Clerk of the Circuit Court notice that the grievance is to enter impartial arbitration.

The Union and the Employer have selected a permanent panel of twelve (12) arbitrators. The arbitrator who shall hear a particular grievance shall be selected by the Union and the Employer from that panel. Either party shall have the authority to strike an arbitrator from the permanent panel at any time. A struck arbitrator shall proceed on any cases already assigned to him/her, but shall not receive any new case assignments. If one of the panel arbitrators is struck from the panel, or dies, or resigns from the panel, the parties shall meet as soon as possible to choose a mutually agreed upon replacement. In lieu of the panel procedure, the parties have the right to mutually agree to select an arbitrator from outside the panel.

Once an arbitrator has been selected to hear a given case, the Union and the Clerk of the Circuit Court will make arrangements with the arbitrator to hear and decide the grievance without unreasonable delay. The decision of the arbitrator shall be final and binding upon the Clerk, the Union, and the employee or employees affected by the grievance.

Expenses for the arbitrator's services and the expenses which are common to both parties to

the arbitration shall be borne equally by the Employer and the Union. If an arbitration date is postponed, the party (Union or Employer) responsible for the postponement shall also be responsible for the arbitrator's charges in connection with the postponement. In the event the grievance is resolved, the parties shall split the arbitrator's cancellation fee. Each party to an arbitration proceeding shall be responsible for compensating its own representatives and witnesses.

The Arbitrator may not amend, modify, nullify, ignore or add to the provisions of this Agreement. The issue or issues to be decided will be limited to those presented to the arbitrator in writing by the Clerk of the Circuit Court and the Union. His/her decision must be based solely upon his/her interpretation of the meaning or application of the express relevant language of the Agreement.

The decision of the arbitrator made in compliance with the foregoing shall be final, shall be in writing, shall include the reasons for each finding and conclusion, and shall be rendered within thirty (30) days following the date of the last hearing conducted by the arbitrator unless an extension of such period is agreed to by the Clerk of the Circuit Court and the Union.

Section 10. Expedited Arbitration

The parties may mutually agree that a grievance shall be submitted to expedited arbitration. If the parties agree to expedited arbitration, the following provisions of this paragraph shall apply. Immediately upon notification of the designated arbitrator, the parties shall arrange a place and date to conduct a hearing within a period of no more than thirty (30) calendar days, unless the parties agree to a longer period. If the designated arbitrator is not available to conduct a hearing within the thirty (30) calendar days and the parties do not otherwise agree to a longer period, the next panel member in the rotation shall be notified until an available arbitrator is obtained. Nothing herein precludes multiple cases being heard on the same day before the same arbitrator.

The hearing shall be conducted under the following procedures:

- a. the hearing shall be informal;
- b. no briefs shall be filed or transcripts made;
- c. there shall be no formal rules of evidence; however, the arbitrator shall only rely on credible relevant evidence;
- d. the hearing shall normally be completed within one day;
- e. the arbitrator may issue a bench decision at the hearing, but in any event shall render a decision within seven (7) calendar days after the conclusion of the hearing. Such decision shall be based on the evidence before the arbitrator and shall include a brief written explanation of the basis for such conclusion. Any arbitrator who issues a bench decision shall furnish a written copy of the award to the parties within seven (7) calendar days of the close of the hearing.

The decision of the arbitrator shall be final and binding, except that it shall not be regarded as precedent or be cited in any future proceeding.

The parties further agree to increase the number of arbitrators on the panel to 12.

The parties shall develop a process by which the procedure shall function as provided herein no later than sixty (60) days after the date of ratification.

ARTICLE XVIII

CONTINUITY OF OPERATION

Section 1. No Strike

The Union will not cause or permit its members to cause, and will not sanction in any way, any work stoppage, strike, picketing or slowdown of any kind or for any reason, or the honoring of any picket line or other curtailment, restriction or interference with any of the Employer's functions or operations; and no employee will participate in any such activities during the term of this Agreement or any extension thereof.

Section 2. Union Responsibility

Should any activity prescribed in Section 1 of this Article occur, which the Union has or has not sanctioned, the Union shall immediately:

- (a) publicly disavow such action by the employees or other persons involved;
- (b) advise the Employer in writing that such action has not been caused or sanctioned by the Union;
- (c) notify the employees stating that it disapproves of such action instructing all employees to cease such action and return to work immediately;
- (d) take such other steps as are reasonably appropriate to bring about observance of the provisions of this Article, including compliance with reasonable requests of the Employer to accomplish this end.

Section 3. Discharge of Violators

The Employer shall have the right to discharge or otherwise discipline any or all employees who violate any of the provisions of this Article. In such event, the employee or employees, or the Union in their behalf, shall have no recourse to the grievance procedure, except for the sole purpose of determining whether an employee or employees participated in the action prohibited by this Article. If it is determined that an employee did so participate, the disciplinary action taken by the Employer may not be disturbed.

Section 4. No Lock Out

The Employer agrees that it will not lock out its employees during the term of this Agreement or any extension thereof.

Section 5. Reservation of Rights

In the event of any violation of this Article by the Union or the Employer, the offended party may pursue any legal or equitable remedy otherwise available, and it will not be a condition precedent to the pursuit of any judicial remedy that any grievance procedure provided in this Agreement be first exhausted.

ARTICLE XIX
RATES OF PAY

All increases shall be effective the first full pay period following the dates below.

Section 1. General Increases

- (a) 2.25% effective the first full pay period on or after January 1, 2011;
- (b) 3.75% effective the first full pay period on or after June 1, 2012.

By not later than August 1, 2012, all grade 9 employees whose seniority date is on or before December 1, 2006 will be placed into grade 10 positions and will be paid at grade 10 in accordance with Article XX, Section 2B of the Collective Bargaining Agreement.

Employees in the job classifications set forth in Appendix A to this Agreement shall receive the hourly rate provided for their respective grade and length of service in the job classification. Employees will be increased to the appropriate step upon completion of the required length of service in the classification.

Section 2. Teamsters Step Plan

Effective June 1, 2008, employees in the job classifications set forth in Appendix A to this agreement shall be placed on the Teamsters pay plan. Employees in the job classifications set forth in Appendix A to this Agreement shall receive the hourly rate for their respective grade and length of service in the job classification. Employees will be increased to the appropriate step(s) upon completion of the required length of service in the job classification.

Section 3. Bilingual Pay

Employees, whose positions require the employee to be bilingual, or to use sign language, shall receive an additional \$75.00 per month.

Section 4. Travel Reimbursement

Employees required to use personally owned automobiles in the course of their employment

shall be reimbursed in accordance with the Cook County Travel Expense Reimbursement Policy, except that the reimbursement rate shall not at any time be less than the maximum allowable business standard mileage rate set by the Internal Revenue Service. Provided, however, that the Employer will have sixty (60) days to implement any revised rates from the effective date of such rate set by the Internal Revenue Service.

ARTICLE XX

JOB CLASSIFICATIONS

Section 1. New, Changed or Misclassifications

A. During the term of this Agreement, the Employer may establish new and changed job classifications, and change the duties of existing job classifications. The Employer may put the new and changed job classifications or duties into effect after timely notice to the Union, and discuss and set the rate of pay with the Union, using the duties, responsibilities qualifications and grade levels of the classifications in Appendix A as a guide for determining the new rate. If the parties are unable to agree on a rate of pay, the employer may put a rate into effect, and the Union, thereafter, may elect to submit the dispute to expedited arbitration under the procedures set forth in Article XVII, Section 10.

B. An employee also may request that his/her position be reclassified, and the request will be reviewed by the Chief Human Resources Officer; if the Chief Human Resources Officer agrees that the request is reasonable and/or justified, the Chief Human Resources Officer will recommend to the Clerk that this reclassification be included in the forthcoming departmental budget request.

Section 2. Classification and Grade Changes

If an employee is reclassified into another classification through the application of this Agreement, the following rules shall apply:

A. An employee whose job is reclassified to a lower classification shall continue to receive compensation at the same rate received immediately prior to reclassification. Such action shall not change the employee's anniversary date.

B. An employee whose job is reclassified to a higher classification shall be placed in the first step of the higher grade that provides an increase one (1) step above the salary received at the time of the reclassification. Such action will change the employee's anniversary date. In all cases of reclassification, the employee shall receive at least the first step of the grade to which the position is reclassified.

Section 3. Classification Review Committee/Job Audits

The joint committee established to discuss current job titles and pay grades of bargaining unit employees shall meet each year to review any employee-generated requests for upgrades and reclassifications. Such review shall include requests for individual desk audits, and sample desk audits to be applied to whole departments. The committee shall devote sufficient time in order to complete its discussions in a timely fashion. In any case, audits agreed upon shall be completed no later than June 1st of each year. During such process, there will be a free exchange of information and the parties will make reasonable attempts to review those requests which appear to have the most merit using objective and fair standards. After the review and analysis is completed, the County will submit the Committee's findings to the appropriate departments and elected officials for their review. The decision as to whether to include any or all of the upgrades and reclassifications in budget requests shall be made using objective and fair standards.

ARTICLE XXI

MISCELLANEOUS

Section 1. Video Display Terminals

The Employer and the Union will attempt to keep current with monitoring studies and

reports on the effects, if any, of video display terminals and their effect on the health and safety of the operators.

The Employer agrees that employees who operate VDT's will be granted 15 minute breaks away from the screen in the first and second half of their shifts. For those employees who already receive two 15 minute breaks, this provision is not in addition to those breaks currently granted. Pregnant employees and employees who are nursing and who regularly operate VDT's may request an adjustment, temporary transfer, or other change in their assignment, if such adjustment or change can reasonably be made and is consistent with the Employer's operating needs. Once the employee is no longer pregnant or nursing, the employee shall be allowed to return to her original position if available.

Section 2. Inherent Powers

The parties to this Agreement acknowledge the constitutional and inherent powers of the Judiciary.

Section 3. Trial Court Judges

No provision of this contract may interfere with the supervision or conduct of a lawsuit by a judge. No provision in this contract that interferes with the supervision or conduct of a lawsuit by a judge may be enforced. This provision shall not be interpreted so as to result in any loss of wages or benefits to the members of the bargaining unit.

Section 4. Partial Invalidity

In the event any of the provisions of this Agreement shall be or become invalid or unenforceable by reason of any Federal or State law or local ordinance or rule or order of the Supreme Court or the Chief Judge of the Circuit Court of Cook County now existing or hereinafter enacted, such invalidity or unenforceability shall not affect the remainder of the provisions hereof.

The parties agree to meet and adopt revised provisions that would be in conformity with the law.

Section 5. Personnel Files

Upon written request to Personnel Services in Human Resources, an employee may arrange to inspect (and obtain a copy of) all or part of his/her personnel file at any time mutually acceptable to the employee and Employer. The Employer will maintain personnel records and will grant such requests in accordance with the provisions of the Illinois Personnel Record Review Act. The Employer shall make the file available no later than seven (7) days after said written request.

Section 6. Day Care

A Day Care Committee composed of a mutually agreed-upon equal number of Union and Employer representatives shall meet to study the feasibility of establishing day care centers for the dependents of employees of the Employer.

Section 7. Tax Shelters

The Employer agrees to set up segregated IRS accounts for childcare expenses, medical expenses, and insurance premium contributions.

Section 8. Joint Committee

It is agreed to establish a joint committee during the fiscal year of ratification to participate in any County study regarding the possibility of implementing an Early Retirement Program.

Section 9. Dress Code Committee

The Employer and the Union agree to form a joint committee to study issues involving employee dress and to make recommendations concerning the formation of dress and uniform policy.

Section 10. Mass Transit Benefit Program

As soon as the Cook County payroll system is capable, the Employer shall provide a pre-tax

payroll deduction program for transportation expenses in accordance with and to the extent permitted by law.

Section 11. Guidelines for Use of Cameras

The Employer needs to maximize the security of the monies and the records that are entrusted to the Clerk's care. Employees and their Union are concerned that employees not be subjected to intrusive or abusive surveillance. In order to strike a fair and reasonable balance between those two goals—both of which are legitimate concerns—the parties agree to the following Guidelines for the installation and use of video cameras within the Clerk's office.

- A. Cameras will only be installed and activated in areas in which cashiering and money-handling operations are conducted, in public entry areas, and in public file viewing areas.
- B. Cameras will not be installed in washrooms, lunchrooms, or other areas not designated in (a) above.
- C. The cameras will have a fixed view and will not be panned, tilted or zoomed.
- D. The cameras will record pictures only; no sound record will be made.
- E. The cameras will not be continuously monitored on a real-time basis. Computer access to the camera signals will be limited to the Clerk of the Circuit Court, the Chief Deputy Clerk of Labor Relations, and the Chief Investigator of the Investigations Department.
- F. An incident or a complaint may cause the Clerk or the Chief of the Office of Investigations to examine the video record for a particular location and a particular date. If that examination leads the Clerk, the Chief Deputy Clerk of Labor Relations or the Chief Investigator of the Investigations Department to conclude that further investigation is warranted, the relevant video record may be disclosed to Labor Relations Department staff, investigators and the Clerk's legal counsel for confidential follow-up.

G. The video records will be retained by the Clerk's Office and archived electronically permanently.

H. If allegations of misconduct are made against any employee, and any incident related to such allegations happens to have been recorded by a surveillance camera and that recording is used in the investigation process, then a copy of that recording will be provided to the Union prior to the issuance of any discipline.

I. Persons external to the workplace will not have access to the tapes or other visual recordings unless such access is compelled by subpoena or otherwise by local, state, or federal law.

J. Video images and records will not be relied upon by the Employer as the sole basis for supporting employee discipline.

K. This Agreement applies to video and electronic monitoring equipment at all Clerk of the Circuit Court of Cook County offices and facilities, including both existing equipment and any video or electronic monitoring equipment installed in the future at any such office or facility.

ARTICLE XXII

UPWARD MOBILITY PROGRAM

Section 1. Goals and Priorities

It is the goal of the parties to enhance the ability of employees to qualify for positions targeted in the Upward Mobility Program. The Employer and the Teamsters are committed to improving career advancement opportunities for employees. It is the goal of the Employer to provide employees with training and promotional opportunities through the establishment of an Upward Mobility Program.

In order to assist the parties in achieving the goals set forth above, an Advisory Committee comprised of an equal number of representatives from the Union and the Employer shall be

established. The Committee's mission shall be to develop recommendations regarding the Program, including which job classifications are appropriate for training programs, the publicity and counseling efforts necessary for implementation, and the potential providers of services.

Targeted job classifications may be within any existing Teamster bargaining unit or may be classifications which represent a bridge to career advancement outside any Teamster bargaining unit for Teamster bargaining unit employees.

Section 2. Needs Assessment

The Advisory Committee shall undertake an assessment, based upon the goals enumerated in Section 1, and shall make a recommendation to the parties not later than June 1 of each year of this Agreement. Such request shall include a needs request for the fiscal year commencing on December 1 of each calendar year, and shall include a discussion of the value of such program. If funds are allocated by the County Board, they shall be for the purpose of establishing need training initiative, as outlined in Section 1, and are designed to supplement existing employer training and development programs.

ARTICLE XXIII

DURATION

Section 1. Term

This Agreement shall become effective on December 1, 2008 and shall remain in effect through November 30, 2012. It shall automatically renew itself from year to year thereafter unless either party shall give written notice to the other party not less than sixty (60) calendar days prior to the expiration date, or any anniversary thereof, that it desires to modify or terminate this Agreement.

In the event such written notice is given by either party, this Agreement shall continue to remain in effect after the expiration date until a new Agreement has been reached or either party shall give the other party five (5) calendar days written notice of cancellation thereafter.

Section 2. Notice

Any notice under this Agreement shall be given by registered or certified mail. If given by the Union, then such notice shall be addressed to the following individuals:

Clerk of the Circuit Court
Daley Center - Room 1001
Chicago, Illinois 60602

If given by the Clerk, then such notice shall be addressed to:

Teamsters Local 700
1300 W. Higgins Road, Suite 301
Park Ridge, Illinois 60068

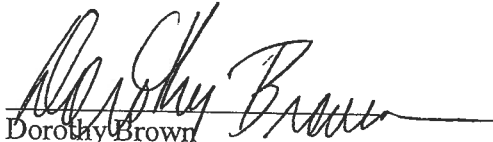
Either party may, by like written notice, change the address to which notice to it shall be given.

Signed and entered into this 7 day of September 2011.


OFFICE OF THE CLERK OF THE
CIRCUIT COURT OF COOK COUNTY

Teamsters Local 700

By:



Dorothy Brown
Clerk of the Circuit Court

By:


William P. Logan
Assistant Trustee

Teamsters Local 700

Attest:


Eduna Wilks
Chief Human Resources Officer